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Current Topics.

MR. JUSTICE BARNES, whose health has been unsatisfactory, owing to the effects of his recent attack of influenza, has been advised by his medical attendants to obtain a change of air, and he is not expected to return to his duties until after the Easter holidays.

As we have already pointed out, the Bill to extend the jurisdiction of county courts, brought in by Sir ALBERT ROLLIT, provides that in certain sections of the County Courts Act, 1888, relating to the jurisdiction of county courts, the words "fifty pounds" should be repealed and "one hundred pounds" substituted. This Bill was referred to the Committee on Law, and this committee has, almost unanimously, decided in favour of an increase of the ordinary jurisdiction of the county courts to £100. It is the general opinion, however, that there is little prospect of the Bill becoming law during the present session.

THE COURT OF Appeal has, during the present sittings, made no attempt to clear the list of new trials, and unless greater progress is made after Easter, the final settlement of many cases cannot be brought about until nearly a year has elapsed since they were tried. The practice in the King's Bench Division with regard to new trials is of considerable antiquity, but it has often been the subject of criticism, both at the bar and on the bench. More than forty years ago, Mr. Baron CHANNELL, in the case of *Stockport Waterworks Co. v. Potter* (31 L. J. Ex. 9) is reported to have said: "It is my anxious desire on all occasions, if possible, to avoid a new trial, and I certainly do endeavour as far as I can, at the risk of putting those questions that the other judges might think unnecessary, to avoid the necessity of a new trial. I entirely concur in the observation made by MAULE, J., some few years ago, that a new trial is a great reproach to the law." The late Lord ESHER seems to have shared this opinion, for it was extremely difficult to obtain a new trial when he presided in the Court of Appeal, and he is even reported to have said upon one occasion "We sit here to refuse new trials." A second trial involves so much delay and anxiety,

and so serious an addition to the expense of a costly law suit, that it often drives a plaintiff who has a good cause of action into an unjust and inadequate settlement. It will be admitted that the greatest caution should be observed in granting new trials, but unless an extraordinary amount of time is consumed on the hearing of these cases, mistakes may easily be made. The court cannot, in the nature of things, be expected to read the whole of the evidence; the counsel who opens the case is allowed to furnish the court with a summary of what took place at the trial, and this is often done with such dexterity that an impression is created which cannot be effaced, and a new trial is ordered by judges who would have given a different decision if they had been present at the hearing and had observed the demeanour of the witnesses. It has been suggested that arrangements should be made for the attendance when the application for a new trial is made of the judge who presided at the trial. This suggestion is not likely to find much favour with the bar, though it might, if adopted, in some cases afford valuable assistance to the court. Our own view is that new trials should only be granted in exceptional cases, and that in the large majority of instances there is no greater reason for allowing a new trial upon questions of fact than there is in appeals from the county courts or after a verdict has been given in a criminal court.

MURDER BY POISON is an atrocious crime, and one which always excites very great interest in the minds of the public. The late trial of the foreigner who assumed the English name of CHAPMAN supplies a very notable example of this class of crime, and one to which it is hard to find a match in this country for callous depravity. One remarkable feature of the case was that three murders, committed at various times within a period of five years, were investigated at the same time. It was popularly thought that the man was being tried for three murders at the same time; that, of course, was legally impossible; he was in fact only tried on one indictment, for the latest of his three crimes. Evidence was given, however, on the trial of that indictment of the two other murders previously committed. Now, as a general rule, when a man is being tried for one felony, it is not admissible to prove that he has committed other felonies. There are, however, exceptions to this rule, one of which is thus stated by Sir J. STEPHEN in his Digest of the Law of Evidence: "Where there is a question whether an act was accidental or intentional, the fact that such act formed part of a series of similar occurrences, in each of which the person doing the act was concerned, is deemed to be relevant." One of the best examples of the application of this rule is *Reg. v. Geering* (18 L. J. M. C. 215). The prisoner was indicted for the murder of her husband by arsenic in September, 1848. On her trial on this charge evidence was admitted to shew that a son had died of arsenic in December, 1848, another son from the same poison in March, 1849, and that a third son had been poisoned by arsenic, but not fatally, in April, 1849. It was also proved that all four had lived with the prisoner, and that she had prepared their meals. POLLOCK, C.B., who tried the case, after consulting with ALDERSON, B., and TALFOURD, J., said: "I am of opinion that evidence is receivable that the death of the three sons proceeded from the same cause—namely, arsenic. The tendency of such evidence is to prove, and to confirm the proof already given, that the death of the husband, whether felonious or not, was occasioned by arsenic. On this view of the case, I think it wholly immaterial whether the deaths of the sons took place before or after the death of the husband. The domestic history of the family during the period in which the four deaths occurred is also receivable in evidence to shew that during that time arsenic had been taken by four members of it, with a view to enable the jury to determine whether such taking was accidental or not." It is rather strange that the Chief Baron should have spoken as if the third son had also died, whereas in fact he had recovered. This case is in principle very like the recent one, and is strong authority for the admissibility of evidence that two other women had died by the hand of the prisoner from the same poison, antimony, and with the same symptoms. *Reg. v. Geering* has been often followed, and was approved of by the

Judicial Committee of the Privy Council in *Makin v. The Attorney-General for New South Wales* (1894, A. C. 57), in which many of the cases are reviewed. It is stated in the judgment that "the mere fact that the evidence adduced tends to shew the commission of other crimes does not render it inadmissible if it be relevant to an issue before the jury, and it may be so relevant if it bears upon the question whether the acts alleged to constitute the crime charged in the indictment were designed or accidental, or to rebut a defence which would otherwise be open to the accused." On a similar principle, evidence of other distinct crimes has been admitted where such evidence points to guilty knowledge or a criminal intent in respect of the act charged.

THE LAWS intended for the protection of certain classes of the community are very often made instruments for defrauding other persons. No lawyer of experience can be ignorant of many cases in which the Married Woman's Property Acts are used for fraudulent purposes, and in which bankrupts live in luxury at the expense of their creditors on the property of their wives, the sources of which property are obscure in the extreme. Again, no one, probably, will deny that persons of immature age require the protection of the law, but cases occur occasionally where the plea of infancy is used most improperly. A typical case of this description was recently tried. The plaintiffs were merchants who had supplied goods in the ordinary way of business to the defendant, who traded under a firm name, and who had apparently sold the goods in the ordinary course of his business over the counter of his shop. The defendant was a married man with one child, and further, was the master of a branch post office carried on at his shop. The action was for the price of the goods supplied, and the defence was a plea of infancy. The age of the defendant, as pleaded, was established, and the plaintiffs accordingly failed to recover their money, and the law was the means of inflicting a grave injustice. It is not surprising that the judge was indignant, and many will agree with his opinion that infants who trade without letting it be known that they are infants should be liable to criminal proceedings. It is a principle of the common law that an infant cannot trade and cannot bind himself by any contract having relation to trade. But we know that in fact many infants do trade, and sometimes trade pretty extensively. If the persons such infants deal with know with whom they are dealing, of course they act with their eyes open and have only their own rashness to thank if they lose. But the public are entitled to assume that a person who holds himself out as a trader, is not an infant—that is to say, is not a person who cannot trade according to the existing law. If, then, an infant does in fact trade with persons who have no reason to believe he is an infant, he ought to be punished if he causes injury.

THE DECISION of the Court of Appeal in *Torkington v. Mages* (*Times*, 19th inst.) seems to place a singular limitation upon the construction given by the Divisional Court (1902, 2 K. B. 427) to section 25 (6) of the Judicature Act, 1873. The section enables an absolute assignee of "any debt or other legal chose in action" to sue for it in his own name, and the question in the above case was whether the purchaser of a reversionary interest in property was able to assign his interest in the contract so as to enable the assignee to sue on the contract in his own name. The Divisional Court held that he was, upon the ground that the interest assigned fell within the words "legal chose in action." "*Chose in action*," said CHANNELL, J., in delivering the judgment of Lord ALVERSTONE, C.J., DARLING, J., and himself, "is a known legal expression used to describe all personal rights of property which can only be claimed or enforced by action, and not by taking physical possession." And after pointing out that it might in practice be necessary to place some limitation on the generality of the words, he continued: "I think the words 'debt or other legal chose in action' mean 'debt or right which the common law looks on as not assignable by reason of its being a chose in action, but which a court of equity deals with as being assignable.'" Consequently, the interest in the contract was assignable, and since the contract

had been broken, the assignee could sue for the breach in his own name and recover damages. Up to a certain point—that is, the assignability of the contract—the Court of Appeal appears to have agreed with this result; but upon the real question—the recovery of damages—they have rejected the assignee's claim. He cannot, it is said, be in a better position than his assignor, and since the assignor, the original purchaser, was never in a position to fulfil his part of the contract, and so to maintain the action—he had not been able to find the purchase-money—the assignee was equally unable to sue. This seems to assume that there has been a breach before assignment, so that the assignment is merely of the accrued right to recover damages. But such does not appear to have been the case in *Torkington v. Magee*. It is specifically stated in the judgment of CHANNELL, J., that there had been no breach at the date of assignment, and if this was so, it is difficult to see how the question of the inability of the assignor to perform the contract could arise. The contract with all its incidents had passed from him to the assignee, and it was in relation to the latter that its effect had to be determined. So far as we at present understand it, the decision of the Court of Appeal seems to annul the beneficial interpretation given to section 25 (6) by the Divisional Court.

A CORRESPONDENT whose letter we print elsewhere raises an interesting question with respect to conveyance by a married woman trustee. As we all know, under the decision in *Re Harkness and Allsopp's Contract* (44 W. R. 683; 1896, 2 Ch. 358) the Married Women's Property Act, 1882, does not extend to property which a married woman holds as trustee, and hence when such property has to be conveyed, the husband must be a party to the conveyance, unless, indeed, the married woman is a bare trustee, when, in the case of freehold or copyhold property, she can convey as a *feme sole* under section 16 of the Trustee Act, 1893. The Married Women's Property Act might, as was remarked by KEKEWICH, J., in *Re Brooke and Fremlin's Contract* (46 W. R. 442; 1898, 1 Ch., p. 650), with convenience have been interpreted differently, but the technical reasons for excluding trust property, save as regards personal property of the nature specified in section 18, are strong, and the decision in *Re Harkness and Allsopp's Contract* rules conveyancing practice. In the case put by our correspondent a testator devised freehold and leasehold property to two trustees, one being his widow. The widow married again, and, upon a mortgage of the property by the trustees the husband joined in the conveyance. The sole beneficial devisee, as we understand, has attained twenty-one, and it is now a question of vesting in him the equity of redemption in the property. Apart from section 16 of the Trustee Act, 1893, the equity of redemption would have apparently to be conveyed by the husband and wife and by the co-trustee. The equity vested in the husband just like a legal estate, and must be conveyed to the devisee in the same manner as the legal estate was, upon the mortgage, conveyed to the mortgagee. And so far as regards the leaseholds this seems to be necessary, for, curiously enough, section 16 of the Trustee Act, 1893, does not apply to leaseholds. But upon the devisee calling for a reconveyance, the married woman will become a bare trustee of the property (*Christie v. Ovington*, 1 Ch. D. 279; *Re Douera*, 29 Ch. D. 693), and consequently, as to the freehold property, she can apparently convey as a *feme sole*. The inconvenient result seems to follow that the concurrence of the husband is required because part of the property is leasehold.

THE SECTIONS of the Bankruptcy Act, 1883 (ss. 32, 34), which impose disqualifications for holding public office upon persons who have been adjudicated bankrupt, so long as such adjudication stands, are provisions enacted by the Legislature in the interests of public and commercial morality, and will not, therefore, be lightly set aside by the court. Much less, moreover, will the court tolerate any attempt by the bankrupt to evade those provisions, directly or indirectly. This principle has been consistently recognized, and was once more emphatically reaffirmed, by the court in *Re B.* (ante, p. 367). The only way in which such a disqualification can be removed is by an annulment of the adjudication, either under section 35 of the

Act of 1883, where the court is of opinion that a debt ought not to have been adjudged bankrupt, or where the debts are paid in full; or if a discharge be obtained from the court with a certificate to the effect that the bankruptcy was caused by misfortune without misconduct, or, in case a discharge has been granted, if five years have elapsed from its date (see section 9 of the Bankruptcy Act, 1890); or finally, by the court on approving a composition under section 23 of the Act of 1883. In *Re B.* (supra) it was sought by means of a scheme under section 23, after suspension of discharge for two and a-half years, to get the bankruptcy annulled and so get rid of the effect of the discharge order. But the principle noticed is one jealously preserved by the court, and, even where debts are to be paid in full under the scheme, the court still has a discretion in the matter: *Re Taylor* (45 SOLICITORS' JOURNAL, 482). Indeed it is applied by the court now to every attempt made to get rid of bankruptcy proceedings, and has long been applied in the case of applications to rescind receiving orders: *Re Leslie* (35 W. R. 395), *Re Izod* (46 W. R. 304), *Re Betts* (45 SOLICITORS' JOURNAL 381).

WE UNDERSTAND that several bankers wish that the protection afforded by the Bills of Exchange Act, 1882, to bankers who pay cheques or demand drafts upon which the indorsement is forged should be extended so as to include all inland and foreign bills of exchange. By the Bills of Exchange Act, 1882, s. 60, when a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to shew that the indorsement of the payee, or any subsequent indorsement, was made by, or under the authority of, the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority. By section 73, "Except as otherwise provided . . . the provisions of this Act applicable to a bill of exchange payable on demand apply to a cheque." Section 60 includes drafts drawn abroad. A considerable number of cheques upon English banks are drawn and put into circulation by Englishmen while sojourning upon the Continent, and if one of these cheques is stolen and an indorsement upon it is forged by the thief, and the banker upon whom it is drawn pays it, he may debit the account of the drawer with the amount of the cheque. But in the case of a bill of exchange at three months or so many days after sight, made payable by a customer at his bank, the banker has no such protection. This is said to cause much inconvenience, for one of these bills of exchange when it reaches the banker has often upon it a long string of indorsements, and it is impossible for the bankers to say whether some of them are or are not genuine. We doubt very much whether any such proposed change in the law would be regarded with favour by customers who make their acceptances payable at their banks. But we are not aware that the protection given to bankers in the case of a forged indorsement upon cheques has in any way interfered with the course of business.

THE RECENT decision of the Court of Appeal in *Watts v. Bucknall* (ante, p. 367) is an echo of the litigation which used to be carried on so freely over section 38 of the Companies Act, 1867, now repealed by the Act of 1900. The section imputes statutory fraud to directors and others who knowingly issue a prospectus not specifying the contracts previously entered into by the company, &c. Notwithstanding the extreme generality of the words of the section, it was settled that their application was to be limited to contracts which it was material for an intending shareholder to know (*Sullivan v. Mitcalfe*, 5 C. P. D. 455); and, moreover, in practice it was sought to limit their effect still further by the use of a waiver clause. In the present case an interesting question on the effect of this clause was raised. Certain material contracts had been omitted from a prospectus, but the defendant, who was one of the directors of the company, alleged that he was not aware of them, and that consequently he had not "knowingly" issued the prospectus in breach of section 38. Against this there was the fact that the prospectus contained a waiver clause admitting that some contracts had not been specified. As regards intending

shareholders it is settled that such a clause is ineffectual unless it indicates clearly the nature of the contracts of which mention is withheld. The applicant for shares is then in a position to decide whether he will submit to the waiver clause or no. In the present case the clause did not comply with this test. It was not sufficiently explicit to give the applicants notice of the contracts in question, and consequently it was not binding on them. This being so, the attempt was made to give the clause a similar effect as regards the defendant. Assuming that he had no knowledge of the contracts except from reading the waiver clause in the prospectus, he also could get therefrom no intimation of the nature of the contracts withheld. Hence knowledge of them could not be imputed to him, and he had not knowingly infringed section 38. But the Court of Appeal naturally held that the positions of a director and of an intending shareholder with regard to a waiver clause are very different. The director is under a statutory obligation to disclose material contracts, and, if he finds that a waiver clause is being inserted, he has the means at hand for discovering what are the contracts which are withheld and ought to make inquiry. The shareholder, on the other hand, has nothing but the terms of the clause to guide him. Hence the fact that a waiver clause is so worded as not to give sufficient information to shareholders, and is consequently ineffectual, does not establish that a director who saw the clause in the prospectus is entitled to plead ignorance. In the result the decision of BYRNE, J., imposing liability on the defendant was affirmed.

THE DECISION of the Court of Appeal in *Re Baroness Llanover's Will* (reported elsewhere) carries out the policy of previous decisions in giving a liberal interpretation to the provisions of the Settled Land Act, 1882. By section 2 (5) the person who is "beneficially entitled to possession of settled land for his life" is the tenant for life of the land for the purposes of the Act, and he has therefore the power of a tenant for life to sell the land, however much the exercise of such a power may be opposed to the wishes or intentions of the testator. In *Re Llanover* the testatrix had devised certain mansions—two in Wales and one in London—to trustees, and had made elaborate provision for the maintenance of the mansions by the trustees, and as to the particular class of servants whom they were to employ, and they were to permit her daughter to reside at the mansions, an allowance of £80 a week being made to her during such residences. On behalf of the daughter it was claimed that under the will she was a person beneficially entitled to possession of the mansions for her life, so as to have the statutory powers of a tenant for life, and the claim was allowed by SWINFEN EADY, J. (51 W. R. 89; 1902, 2 Ch. 679), whose decision has been upheld by the Court of Appeal. It might, as SWINFEN EADY, J., remarked, have surprised the testatrix, but then the Settled Land Acts exist for the purpose of promoting the alienability of property, and it is nothing new to find them overriding the provisions of wills. An example of this occurs where property is given to a person only while he resides upon it. It is well settled that the condition of residence is no bar to the exercise of the statutory powers, and that the devisee can sell as tenant for life: *Re Carne's Settled Estates* (1899, 1 Ch. 324). In the present case the tenant for life was not entitled to possession to the exclusion of the trustees, but, nevertheless, upon a reasonable interpretation of the words, she was "beneficially entitled to possession" of the mansion-houses, and hence she had the powers of a tenant for life.

Referring to the Incorporated Law Society's recommendation that solicitors must be gowned when appearing in county courts, Sir George Lewis, says the *Daily Mail*, observed, "I never wore a gown during the thirty years that I used to attend county courts, and I am very much inclined to agree with his Honour Judge Emden that the society, instead of busy-ing itself with the sartorial shortcomings of solicitors, might attend to matters of vital importance to the profession, though I must say the society is better than it was in this respect. Counsel who attend police-courts do not wear gowns," Sir George Lewis added; "neither are gowns worn by solicitors or barristers at coroners' courts or arbitrations. The appellate tribunal of the House of Lords, or the 'law lords' as they are popularly called, hears cases in ordinary garb, save the Lord Chancellor. Nor are wigs and gowns seen in judge's chambers. I mention these exceptions to show that the absence of distinguishing apparel in county courts is not the sole variant of a general rule."

The Contracts of Local Authorities.

THE advisers of local authorities have long looked for some decision to serve as a guide in the maze of more or less inconsistent judgments and *dicta* relating to the necessity for the contracts of a local authority to be under seal.

Of course, where there is direct statutory obligation for the contract to be under seal, no great difficulty arises, because obviously that obligation, like every other statutory obligation as to the form of a contract, must be fulfilled or the contract will be unenforceable. For instance, by section 174 (1) of the Public Health Act, 1875, every contract made by an urban authority whereof the value exceeds £50 must be sealed with the common seal of the authority. This is an obligatory provision which must be strictly observed, since it must be presumed that the Legislature introduced it for the protection of the ratepayers, who must act by a representative body, and who, by the requirement of a formal act, involving deliberation and reflection, are safeguarded to some extent against the carelessness and indifference which may result in improvident engagements. The obligatory character of such a provision was finally decided in *Young v. Mayor, &c., of Leamington* (31 W. R. 925). But this statutory obligation, it will be observed, only applies to urban authorities, and the contracts of rural local authorities are still governed by the ordinary law relating to corporate bodies, as to which the rule of law is clear that for general purposes a corporation can only contract under seal.

But upon this general rule of law there has been grafted a principle which embraces a very large class of exceptions—namely, that, wherever the application of the general rule would occasion very great inconvenience, or tend to defeat the very object for which the corporation was created, in such a case the exception must prevail: *Austin v. Guardians of Bethnal Green* (22 W. R. 406).

The principle of these exceptions is clear enough, but it is the difficulty of applying it to the facts of individual cases, which has given rise to a number of seriously conflicting decisions. These were all recently reviewed by the Court of Appeal in *Lawford v. Billericay Rural District Council* (ante, p. 366), in which the court unanimously preferred the line of decisions based upon *Clarke v. Cuckfield Union* (21 L. J. Q. B. 349). Now, in *Clarke v. Cuckfield Union*, and the decisions based upon it, the principle upon which the exception is established is not based so much upon necessity as upon the presumption that, where the consideration for the contract is executed, there is an implied contract in law to pay for it by the party who has had the benefit of it. Of course the consideration executed must be in respect of some purpose for which the authority exists. It must not be *ultra vires*. The decision in the recent case will go a long way to clear up the doubts which have arisen on this point.

In *Lawford v. Billericay Rural District Council* (supra) it appears that the plaintiff had been retained under an agreement under seal to act as engineer for the defendants in respect of certain sewage works in the parish. These works were the subject of a Local Government Board inquiry, and were sanctioned, and the scheme was well advanced, when it was decided that it was advisable to extend it by including a larger area of the district. Thereupon, the committee of the council, to whom had been delegated the control of the matter under section 56 of the Local Government Act, 1894, requested the plaintiff, by resolution, to undertake a survey and estimate of the extended works, and finally verbally instructed him to carry them out; and the council agreed by letter that the original agreement as to payment should apply to this extension. Now it was admitted that the work done was incidental to the duties of the defendants as a district council, and that the plaintiff's services were in respect of work as to which some sewerage works were necessary, but it was said, first, that the committee had no power whatever to enter into any contract at all having regard to the proviso of section 56, which excepts from the powers of a committee the power to enter into any contract; and, secondly, that the agreement by the council ought to have been under seal. The only point, however, which was seriously argued was the second, as the court treated the agreement as a contract made by the council and not by the committee.

The difficulty in the way of the plaintiff was to make the principle of *Clarke v. Cuckfield Union* (*ubi supra*) fit the facts of this case. For, as we have seen, that principle has been generally applied to make a local authority pay for something in the shape of goods or otherwise which it is an absolute necessity for them to have to fulfil their duties. So in *Nicholson v. Bradford Union* (6 W. R. 679) the contract was for coals supplied and used. But in cases very like this the decision had generally been in favour of the local authority. For instance, in *Dyke v. St. Pancras Guardians* (36 J. P. 375) it was held that the appointment of a medical officer not under seal was bad, and in *Austin v. Bethnal Green Guardians* (22 W. R. 406) that the appointment of a clerk by the master of the workhouse was bad, while in a case very similar to this, *Lamprell v. Billericay Union* (3 Ex. 383) it was held that a builder who had done "extras" by request outside the sealed contract could not recover for them. In the recent case the variation was a very serious one, involving a new sewage scheme, and it was necessary, therefore, to get the court to enunciate a principle wide enough to cover it. The principle of "necessity," therefore, could not be invoked.

But it is obvious that the principle on which the court really decided this recent case—namely, that, where the consideration is executed, if the work was not *ultra vires*, the court will enforce the contract—is applicable whether the variation is large or small. Here clearly the work was not *ultra vires* because the council had obtained the sanction of the Local Government Board. This puts the whole question on a wider, and, we think, sounder basis.

Surrender of Shares by Way of Compromise of Liability.

THE question of the power of a company to accept a surrender of shares has arisen in a new and interesting form in *Mother Lode Gold Mines (Limited) v. Hill* (Times, 21st inst.) before CHANNELL, J., this week. The plaintiff company was suing the defendant for £3,000, the amount of a call of 5s. per share on 12,000 preference shares of £1 each held by the defendant in the company. The defendant set up the defence that the retention of his name on the register in respect of these shares, and the making of the call on him, were a breach of a compromise which had been entered into between himself and the company. It appeared that, upon the defendant taking the 12,000 shares, representations were made to him by a person whose acts—so the learned judge assumed for the purpose of his judgment—were binding on the company, that no more than 2s. 6d. per share would be called up, and the defendant paid to the company the £1,500 which represented this amount. Subsequently a further call of 1s. 3d. per share was made, and the defendant disputed his liability to pay it. Thereupon a compromise was entered into between himself and the directors, one of the terms of which was that the defendant's 12,000 preference shares partly paid should be commuted for 2,250 preference shares fully paid. The question in the action was whether this compromise was binding on the company. The articles of association contained the following article: "The board may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof. Any share so surrendered may be disposed of in the same manner as a forfeited share."

The general principles as to the validity of a surrender of shares have been settled by a series of cases, of which *Bellerby v. Rowland and Marwood's Steamship Co.* (50 W. R. 566; 1902, 2 Ch. 14) is the latest. They flow from the rule that a company cannot enter into any transaction with respect to its shares which involves a diminution of available capital. This rule was clearly established in *Trevor v. Whitworth* (36 W. R. 145, 12 App. Cas. 409), where the particular application of it was to debar a company from purchasing its own shares. At one time it was thought that the cases of a purchase of shares by the company, and of a surrender or forfeiture, stood upon the same footing: see per COTTON, L.J., in *Re Dronfield Silkstone Co.* (17 Ch. D., p. 94). But it was pointed out in *Trevor v. Whitworth* that surrender and forfeiture do not, like a purchase of shares, involve any payment out of the funds of the company.

"If," said Lord HERSCHELL, "the surrender were made in consideration of any such payment it would be neither more nor less than a sale, and open to the same objections. If it were accepted in a case where the company were in a position to forfeit the shares, the transaction would seem to me perfectly valid. There may be other cases in which a surrender would be legitimate." But although all such cases may not yet have been actually defined, they must conform to the test that the company does not, by accepting the surrender, give up any assets which would otherwise be available for creditors. It does so, of course, if it pays money for the surrender, and also, when the shares are not fully paid, if it releases a solvent shareholder from his liability. Upon the latter ground the surrender was held to be void in *Bellerby's case* (*supra*). But there is no such reduction of available assets when the company accepts a surrender of paid-up shares (see *Re Denner Hotel Co.*, 41 W. R. 339; 1893, 1 Ch., p. 505), or when the shareholder is unable to pay calls, and the company accepts the surrender in lieu of forfeiting the shares.

The case where a company accepts a surrender of shares by way of compromise of a dispute with the shareholder as to his liability upon them presents different considerations. The dispute may either raise the question whether the shareholder ought to be on the register at all, or, assuming that he is properly on the register, it may raise only the question of his liability to pay a particular demand. As to the former case CHANNELL, J., suggested that the company might well abandon its claim in respect of some of the shares upon terms of the shareholder remaining on the register in respect of the others. He inclined to think, he said, that if a person whose name was on the register was making a *bond fide* claim to have his name taken off on the ground that it ought never to have been there, the company might compromise it by agreeing that his name should remain as to some shares and come off as to others. But it may be doubted whether this is a case of surrender at all. The question is whether certain shares have been in fact issued, and, in respect to this, the directors can exercise their general power of compromising disputes affecting the company. If it is a term of the compromise that the shareholder shall be deemed to have been improperly registered in respect of certain shares, then the necessary correction is made in the register, and there is no need for any surrender of the shares. The power to make such a compromise appears, as CHANNELL, J., pointed out, to be recognized in *Dixon v. Evans* (L. R. 5 H. L. 606).

But in the present case of *Mother Lode Gold Mines v. Hill* the dispute related, not to the propriety of the registration of the defendant in respect of the 12,000 shares, but to his liability to pay the particular call; and moreover, the dispute was only with regard to payment while the company was a going concern, for of course no contract could have absolved the defendant from liability to pay the full nominal value of the shares remaining unpaid in the event of a winding up. Under these circumstances it is not quite clear how the surrender of the shares, with the consequent extinction of the liability upon them, could properly be made a term of the compromise. Such surrender was *prima facie*, according to *Bellerby's case*, beyond the power of the company to accept, and it was not the natural outcome of the dispute. Assuming—which does not seem to have been admitted by CHANNELL, J.—that the defendant had any real defence to payment of the call, still that defence could only have gone to the claim to immediate payment, and it should apparently have been compromised, if at all, upon the terms of immediate payment of a portion only of the call, leaving the remainder to be deferred. But instead of this the directors purported to release the defendant from his entire liability in respect of the shares. Such a course the learned judge held to be *ultra vires*, and the defendant, being unable to rely upon the compromise, was liable for the claim of £3,000.

Two judgments of the House of Lords were, says the *Daily Telegraph*, cited to Mr. Justice Bigham not long ago which it was not easy to reconcile. "You do not mean to suggest that the House of Lords overruled itself?" he asked. "By no means," replied counsel. "Their lordships distinguished themselves."

Reviews.

The Licensing Acts.

THE LICENSING ACTS: BEING THE LICENSING ACTS, 1828 TO 1902, TOGETHER WITH ALL THE INLAND REVENUE, INNKEEPERS, SUNDAY CLOSING, AND GROGGING ACTS RELATING THERETO; WITH INTRODUCTION, NOTES, AND FORMS, AND REPORTS OF SHARP v. WAKEFIELD, BOULTER v. KENT JUSTICES, AND REX v. FARNHAM JUSTICES. By the late JAMES PATTERSON, M.A., Barrister-at-Law. FIFTEENTH EDITION. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The appearance of two editions of this work since the Licensing Act of last year was passed shews that it is in extensive demand. In the discussion that is continually going on with respect to the licensing laws perhaps too little attention is given to the confusion arising from the large number of statutes which are in existence. Possibly any attempt at the present time to consolidate them would raise too many debatable points to be successful. Everything is now overshadowed by the supposed right of justices freely to close houses in the interest of the public and by the question of compensation. But meanwhile the law has to be administered, and to most practitioners a clear arrangement of the successive statutes, with an explanation of their effect on each other, and a statement of the authorities, is essential. All this is very conveniently given in the present work, which includes full notes on the Licensing Act, 1902.

Books Received.

The Official Reports of the High Court of the South African Republic. Translated into English, with Index and Table of Cases. By WALTER S. WEBBER, and Revised by the Hon. J. G. KOTZE, K.C. Vol. I.: 1894. Stevens & Haynes.

Correspondence.

Conveyance by Married Woman Trustee.

[To the Editor of the Solicitors' Journal.]

Sir,—A testator died possessed of freehold and leasehold property, having appointed A., his widow, and B. trustees of his will. A. re-married. With the sanction of a judge in chambers, the freehold and leasehold property was mortgaged to C. The mortgage was made by A. and B. with the concurrence of A.'s husband, and the deed was duly acknowledged by A. in pursuance of the decision in *Re Harkness and Allopp's Contract*. The devise of the real and leasehold property attained twenty-one years, whereupon the property was conveyed and assigned to him subject to the mortgage debt, but discharged from the trusts of the will. The legal estate remains in the mortgagee, and on payment off of the mortgage will be conveyed direct to the devisee. Is the husband of A. a necessary party to the conveyance of the equity to the devisee? R.

March 11.

[See observations under "Current Topics."—Ed. S.J.]

Result of Appeals.

House of Lords.

Lord Mayor, &c., of Dublin v. Provost, &c., of Trinity College, Dublin. Further and fully heard; consideration adjourned *sine die*. March 26.

Appeal Court I.

(Original Motions.)

Gerson v. Simpson. Application of third party for extension of time for entering appeal (by order). Allowed. March 23.

(Interlocutory List.)

Underwood, Penfold, & Co. v. St. Oysth (Limited). Appeal of defendants from order of Mr. Justice Phillimore, dated March 2, 1903. Dismissed with costs. March 23.

Davis (trading, &c.) v. Hyman & Co. Appeal of plaintiff from order of Mr. Justice Phillimore, dated Feb. 27, 1903. Allowed with costs. March 23.

Aylward v. Lamotte. Appeal of plaintiff from judgment of Mr. Justice Wille, with a special jury, Middlesex (two actions consolidated, by order, set down July 8, 1902). Dismissed with costs. March 25.

Langrish v. Watts. Appeal of defendant from judgment of Mr. Justice Bruce, without a jury, Middlesex (set down July 17, 1902). Dismissed with costs. March 26.

Appeal Court II.

(For Judgment.)

(General List.)

Davis v. The Town Properties Investment Corporation (Limited). Appeal

of plaintiff from order of Mr. Justice Byrne. Dismissed with costs, March 20.

(For Hearing.)

(General List.)

In re Llanover and In the Matter of the Settled Land Acts, 1882 to 1890, Herbert v. Freshfield. Appeal of defendants from order of Mr. Justice Swinfen Eady (set down Nov. 14, 1902). Dismissed with costs, March 20.

(In Bankruptcy.)

In re A Debtor (Ex parte The Debtor), No. 18 of 1903. From a receiving order made Mr. Registrar Giffard, dated Feb. 10, 1903. Dismissed with costs. March 20.

In re Smith, C. P. (Ex parte The Bankrupt), No. 631 of 1901. From an order made by Mr. Registrar Giffard, dated Feb. 6, 1903, suspending the discharge of the bankrupt for ten years. Dismissed with costs, March 20.

(General List.)

(For Judgment.)

Poster v. The Mutual Reserve Fund Life Association. Appeal of defendants from order of Mr. Justice Kekewich and cross-notice of appeal by plaintiff. Judgment below, so far as it dealt with construction of policy, discharged; judgment for plaintiff for rescission of policy and for return of all moneys paid thereunder with interest at 4 per cent. from dates of payment; defendants to pay costs of action and appeal. March 23.

(Interlocutory List.)

In re N. McKenna's Estate. McKenna v. McKenna. Appeal of plaintiff from order of Mr. Justice Farwell (from No. 126 Final List, by order, set down March 3, 1903). Dismissed with costs. March 25.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

SMITH v. KYNERNESLEY AND OTHERS. No. 1. 19th March.

TOLLS—BICYCLE—CARRIAGE—"SLEDGE, DRAG, OR SUCH LIKE CARRIAGE"—39 GEO. 3, C. XXVIII., s. 11.

Appeal from the judgment of Wright, J., on a special case. Under 39 Geo. 3, c. xxviii., the trustees named in the Act built a bridge, known as Cressage Bridge, across the River Severn, at a place where there had formerly been a ford and ferry, with approaches thereto. By section 11 the bridge was vested in the trustees, and they were empowered to take the following tolls for passage over the bridge: "For every coach, chariot, landau, berlin, hearse, chaise, calash, chair, or other such like carriage drawn by six horses, mares, geldings, or mules, the sum of 2s.; and drawn by four horses, mares, geldings, or mules, the sum of 1s. 6d.; and drawn by two horses, mares, geldings, or mules, the sum of 1s.; and drawn by one horse, mare, gelding, or mule, the sum of 6d. For every horse, mare, gelding, mule, or ass, and for every pair or yoke of oxen or horned cattle, drawing or harnessed, or yoked, and intended to draw in any wagon, wain, cart, or other such like carriage, the sum of 3d. For every horse, mare, gelding, mule, or ass, laden or unladen, and not drawing, the sum of 1½d. For every horse, mare, gelding, mule, or ass carrying double, the sum of 2d. For every drove of oxen, cows, or neat cattle, the sum of 10d. per score; and so on in proportion for any less number. For every drove of calves, hogs, sheep, or lambs, the sum of 5d. per score; and so on in proportion for any less number. For every sledge, drag, or such like carriage, the sum of 6d.; and for every foot passenger the sum of 1d." The defendants were the trustees of the bridge. On the 7th of June, 1901, the plaintiff, riding a bicycle, desired to pass over the bridge, and tendered to the keeper of the toll-gate 1d. The keeper refused to allow him to pass with his bicycle or riding on it without payment of 6d. The plaintiff paid the 6d., the extra 5d. being paid under protest and duress in order to obtain passage over the bridge with his bicycle. The plaintiff having brought an action to recover the 5d., a special case was stated by consent. The question for the opinion of the court was whether the toll of 1d. or of 6d. was chargeable. Wright, J., held that a bicycle did not come within the words "sledge, drag, or such like carriage," and he gave judgment for the plaintiff. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.JJ.) dismissed the appeal. They applied the test laid down by Lord Halsbury, C., in *Simpson v. Teignmouth and Shaldon Bridge Co.* (19 Times L.R. 225)—namely, "to ascertain what would, in any ordinary intentment, be considered to be a carriage as contemplated by the Legislature." It was clear that a bicycle was not a sledge or a drag, nor in their opinion was it a "such like carriage" to a sledge or drag.—COUNSEL, Macmorran, K.C., Chester Jones, and Ebbelwhite; Danckwerts, K.C., and R. Cunningham Glen. SOLICITORS, Leslie J. Williams; Gustaeus Thompson & Son.

[Reported by W. P. BARRY, Esq., Barrister-at-Law.]

MILLER v. LAW ACCIDENT INSURANCE SOCIETY (LIM.). No. 1. 18th March.

INSURANCE (MARINE)—"RESTRAINTS OF PEOPLE"—PROHIBITION AGAINST LANDING GOODS AT FOREIGN PORT—"WARRANTED FREE OF CAPTURE, SEIZURE, OR DETENTION."

Appeal from the judgment of Bigham, J. (reported in 50 W.R. 484; 1902, 2 K.B. 694). The action was brought to recover the amount of a

total or partial loss under a policy of insurance, dated the 24th of August, 1900, on cattle on board the steamship *BelleVue*, for a voyage from Liverpool to Montevideo and/or Buenos Ayres. The risks insured against included "arrests, restraints, and detentions of all kinds, princes, and people . . . and all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods . . . or any part thereof." The policy also contained at the foot the following clause: "Warranted free of capture, seizure, or detention, and the consequences thereof." Having made the shipment, the plaintiff effected the policy in question. On the 22nd of May, 1899, the Argentine Government had issued a decree forbidding the entry of animals suffering from certain contagious diseases, or coming from countries where such diseases prevailed, clause 5 of the decree providing that animals suspected of any of the diseases would be slaughtered and the ship disinfected. The *BelleVue* arrived at Buenos Ayres on the 10th of September, and the cattle, on inspection, were found to be suffering from disease within the meaning of the decree, and the Ministry of Agriculture ordered the vessel to leave the port, but gave the captain permission to tranship the cattle to another vessel outside the limits of the port for carriage to some other destination. On the 11th of September the Government issued a general order forbidding the discharge of any cattle, sheep, or pigs arriving from the United Kingdom. The *BelleVue* accordingly left Buenos Ayres, and the cattle were transhipped at Santiago on to another ship, and they were taken to Montevideo and sold there at a loss. Bigham J., held that the loss was not a loss within the policy, the mere operation of a municipal law preventing the delivery of the insured goods at their destination not being a "restraint of people" within the meaning of the policy; and he further expressed the opinion that the warranty against capture, seizure, or detention freed the underwriters from liability, if any, in respect of "arrests, restraints, or detentions" of people. He accordingly gave judgment for the defendants. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.JJ.) dismissed the appeal. They held upon the first point that the loss came within the words "restraints of people," as the loss was caused by the order of the Argentine Government directing the ship to leave the port, the master of the ship acting in obedience to superior force; but upon the second point they agreed with Bigham J., that the warranty clause freed the defendants from liability for the "restraint" above-mentioned.—COUNSEL, J. A. Hamilton, K.C., and Maurice Hill; Scrutton, K.C., and Lechnis. SOLICITORS, Roncliffe, Rawle, & Co., for Hill, Dickinson, Dickinson, Hill, & Roberts, Liverpool; Walters, Johnson, Bubb, & Wharton.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BISS v. BISS. No. 2. 19th Feb. and 20th March.

LEASE—RENEWAL—DEATH OF LESSOR—RENEWAL TO ONE OF NEXT-OF-KIN—FIDUCIARY POSITION—ABSENCE OF UNFAIR DEALING.

This was an appeal from a decision of Buckley, J. The defendant was the widow and administratrix of John Biss, deceased. At the time of his death the deceased was tenant from year to year of a house let to him by one Stone at £84 a year. He had used this building as a lodging-house and had derived profit from such user. Biss had originally held the premises for a term of seven years, from Lady Day, 1887, at a rent of £80. Stone had refused to renew the lease, but had allowed him to remain on as tenant from year to year at a rent of £84 a year. Biss died on the 23rd of September, 1900. The defendant was appointed his administratrix, and a receiver of the estate was appointed by the court in May, 1901. Biss left three children, the plaintiff and a daughter, who were both of full age, by a former marriage, and an infant daughter by the defendant. As Stone's own term was about to expire on the 25th of March, 1902, he on the 23rd of September, 1901, gave notice to quit the premises on the 25th of March following. Negotiations were opened by the widow for a new term, as Stone said on her own behalf, but as she said on behalf of the estate. Stone refused in the most absolute terms to entertain any proposition for a renewal either to her or to anyone representing the estate. Subsequently Stone obtained a renewal for himself, and then offered the premises to the plaintiff on a three years' agreement at a rent of £95 a year. The plaintiff accepted this offer. The plaintiff had previously seen Stone in order to obtain a renewal on behalf of the estate, which Stone had refused to grant. The defendant took out a summons in the action to have the plaintiff declared a trustee of the premises for all persons interested in the estate. Buckley, J., was of opinion that there had been nothing in the plaintiff's conduct which was unfair so as to disentitle him to the benefit of the renewal, but he held, on the authority of *Ex parte Grace* (1 B. & T. 376), that the plaintiff must be considered to stand in such a position as to be under a personal incapacity to accept the renewal otherwise than as trustee for all persons interested in the estate. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—There are no doubt many cases in which the presumption of personal incapacity to retain the benefit is one of law and cannot be rebutted. The simplest instance is that of a trustee, as in *Keach v. Sandford*. But the principle has been extended to cover other persons who are not primarily trustees at all, as, for instance, tenants for life towards those in remainder. The foundation of the presumption in their case is that they can take only what the will or settlement under which they make title gives them, and that a renewal must be looked on as an accretion to or graft upon the original term, arising out of the goodwill or quasi-tenant right annexed thereto, and that their rights to such accretion are those which they have in the term and no greater, and terminate with their own life: see *Truter v. Marriott* (Amb. 608), *Rawe v. Chichester* (ibid., 715), *James v. Dean* (11 Ves. 395). But there is another class of cases

in which there is no presumption of law, but at most a rebuttable presumption of law. In this class apparently are mortgagees (*Rushworth's case*, Freem. 13), joint tenants (*Pulmer v. Young*, 1 Vern. 276), partners (*Featherstonhaugh v. Fenwick*, 17 Ves. 298). Tenants in common do not stand in a fiduciary relation to each other: *Kennedy v. De Trafford* (45 W. R. 671; 1897, A. C. 180). The reason of the rule in the case of trustees and others whose liability is absolute and irrebuttable is said to be public policy (see *Griffin v. Griffin*, 1 Sch. & Lef., at p. 354), and is based, it would seem, largely on the fact that possession gives to such person an opportunity of renewal (*Pickering v. Vowles*, Brown 198) acting on the goodwill that accompanies it: *James v. Dean* (11 Ves. 395). It may well be, therefore, that different considerations apply in the case of persons not in possession. In the present case the plaintiff is simply one of the next-of-kin of the former tenant, and had as such a possible interest in the term. He was not as such a trustee for the others interested, nor was he in possession. It seems to me that his obligation cannot be put higher than that of any other tenant in common against whom it would have to be established, not as a presumption of law, but as an inference of fact, that he had abused his position. *Ex parte Grace* does not, in my opinion, cover the present case. There Grace had married the administratrix of the deceased owner of the term, and held the term in her right and subject to the trusts on which she held it. He was, therefore, in no better position than she would have been, had she, being unmarried, obtained the renewal. *Keach v. Sandford* was directly in point. I may also point out that in *Ex parte Grace*, even if the beneficial interests only of those entitled to the old lease which was renewed are looked at, there were ample grounds for supporting the decision. The old lease belonged partly to an infant, and when possession of the demised premises was taken by the stepfather, the latter, who renewed the lease, became in contemplation of law a bailliff or agent for the infant in respect of the infant's share or interest, and was therefore in that capacity also in a strictly fiduciary position when he applied for a renewal: see *Thomas v. Thomas* (2 Kay 79) and *Quinton v. Frith* (2 Ir. R. Eq. 396). Some reliance was placed by the respondents on the dictum of Lord Bathurst in *Barre v. Chichester*, "If trustees, mortgagees, or other persons interested obtain renewal, the new lease is always subject to the trusts and limitations of the old lease," but the cases cited by him shew that he had not in his mind such an interest as that of the plaintiff in this case. No decision has in fact gone as far as we are asked to go here, and in my opinion the principle to be extracted from the authorities does not cover this case. Public policy, which is said to be the basis of the principle, does not seem to me to require that every person who takes an interest, however slight, in the estate of an intestate of which a lease formed a part should be under a personal incapacity to hold a renewal of such a lease in his own right. While, therefore, I am bound to differ from the actual decision of Buckley, J., I feel that I am giving effect to his own view. The appeal must be allowed.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, Ashbury, K.C., and Ashton Cross; Curran, K.C., and J. G. Wood. SOLICITORS, Arthur Price; T. H. Meynell.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

DAVIS v. TOWN PROPERTIES INVESTMENT CORPORATION (LIM.)

No. 2. 20th March.

LESSOR AND LESSEE—DEMISE—COVENANT FOR QUIET ENJOYMENT—ASSIGNMENT OF REVERSION—LIABILITY OF ASSIGNEE—ACTS DONE ON LAND ACQUIRED SUBSEQUENTLY TO DEMISE FROM STRANGERS TO LESSOR—BREACH OF COVENANT—INTERFERENCE WITH ACCESS OF AIR TO CHIMNEYS.

This was an appeal from a decision of Byrne, J. (reported 51 W. R. 42; 1902, 2 Ch. 635). In June, 1897, a lease was granted by one Lee to the plaintiff, David Davis, of offices on the ground floor of No. 119, Colmore-row, Birmingham, for a term of fourteen years from September, 1897, at a yearly rent of £100. The lease contained a covenant for quiet enjoyment in the form hereafter mentioned. In September, 1898, the reversion in the said offices expectant upon the determination of the lease was assigned by Lee, the lessor, to the defendant company, the Town Properties Investment Corporation (Limited). In the year 1900 the defendant company purchased from one Barber, who had no connection with Lee, a house next door to 119, Colmore-row, and proceeded to pull it down and to erect upon the site new buildings of much greater height than the old buildings. This caused the chimneys of the plaintiff's offices to smoke, so as materially to interfere with the quiet enjoyment of one of his rooms. The covenant for quiet enjoyment was as follows: "And the lessor doth hereby covenant with the lessee that the lessee paying the rent hereby reserved, and observing the covenants and conditions herein contained and on the part of the lessee to be observed and performed, shall and may peaceably and quietly possess and enjoy the said offices during the said term without any eviction or disturbance by the lessor or any person lawfully or equitably claiming from or under him." The plaintiff brought this action for a declaration that the acts of the defendant company constituted a breach of the covenant for quiet enjoyment, and for an injunction. Byrne, J., refused to grant any injunction. The plaintiff appealed.

COLLINS, M.R.—In this case Byrne, J., has decided in favour of the defendant, and in my opinion he was clearly right. This covenant on which the plaintiff sues is the ordinary covenant against eviction or disturbance by the lessor or any person lawfully claiming under him. In other words, it contains no special provision enlarging the obligation of the lessor to respect or secure any other rights than those incident to the demised premises such as they were at the time of the demise. It is clear that unless there are special words the covenant for quiet enjoyment does

not enlarge the grant: see *Leech v. Schneider* (22 W. R. 633, L. R. 9 Ch. App. 463). Here the lessor had no interest in the adjoining premises at the time of the demise to the plaintiff. He could not and did not put any fetter on their enjoyment for the benefit of the plaintiff, and the rights of the plaintiff which the lessor undertook to respect were rights limited by the fact that the adjoining owner might if so minded build on the adjoining land so as to interfere with the draught of the plaintiff's chimneys. Such an interference therefore by raising the wall of the adjoining house is not, by whomsoever done, an interference with any right granted by the original demise. It was on these principles that the case of *Booth v. Alecock* (21 W. R. 743, L. R. 8 Ch. App. 663) was decided. There a lessor granted a lease of a house with its appurtenances, including lights. There was the usual covenant for quiet enjoyment. At the time of the demise the lessor was tenant for a term of the adjoining house. He afterwards bought the reversion upon his term and after the expiration of the term began to build on the site of the adjoining house so as to interfere with the plaintiff's lights. It was held that the plaintiff could not complain. The case before us is a much stronger one for the defendant. He is not the original lessor, but the assignee of the reversion on the lease, and liable only in that capacity, and the right said to be interfered with is not the well-known easement of light but something which is not the subject of grant or presumption: *Webb v. Bird* (10 C. B. N. S. 268), *Bryant v. Lefever* (27 W. R. 612, 4 C. P. D. 172), *Chastley v. Acland* (43 W. R. 627; 1895, 2 Ch. 389). Even if the lessor's covenant could be extended to cover user by him of land subsequently acquired such an obligation could not pass with the assignment of the reversion to the defendant, who acquired the adjoining land under another title, and has done what he has done under that other title and not as claiming under the lessor: so far as the covenant was personal or collateral it would not run with the reversion and bind the assignee. This was decided on the statute of Henry VIII. in *Spencer's case* (5 Rep. 16). The facts in this case take it outside *Tebb v. Case* (48 W. R. 318; 1900, 1 Ch. 642). Nor is it necessary to speculate on what must be taken to have been the intention of the parties in making the covenant, since here the grant is plain and speaks for itself, and the covenant is unambiguous. But if it were necessary to resort to such reasoning, the particular mischief and the sequence of events was quite as unforeseen in *Harrison, Ainslie, & Co. v. Lord Muncaster* (40 W. R. 102; 1891, 2 Q. B. 680). The appeal must be dismissed.

ROMER, L.J.—I agree, and only wish to add that in the case of an alleged breach of the ordinary covenant for quiet enjoyment, when by the alleged breach neither the title to nor the possession of the land is affected, and what the lessee complains of is only an interruption of his enjoyment of the land by some act of the lessor, I doubt whether the act complained of is a breach of the covenant unless it amounts to a direct interference with the enjoyment. I doubt, therefore, whether *Tebb v. Case* was rightly decided on the ground of breach of covenant, seeing that in that case the defendant was not directly interfering with the plaintiff's house. The plaintiff in that case had no right to any easement in respect of the current of air coming over the defendant's land, and the plaintiff's chimneys smoked simply because that current of air was interfered with, and not otherwise by any act of the defendant.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSELL, Norton, K.C., and Clayton; Levett, K.C., and Austen Cartmell. SOLICITORS, C. P. Eaton Taylor; F. A. K. Doyle, for S. T. Talbot, Birmingham.

[Reported by J. I. Stirling, Esq., Barrister-at-Law.]

DOUGHTY v. LOMAGUNDA REEKS (LIM.). No. 2. 17th March.

COMPANY—SALE OF ASSETS TO ANOTHER COMPANY—SHARES IN PURCHASING COMPANY—VOLUNTARY WINDING UP—DISSENTIENT MEMBER—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 161.

This was an appeal from a decision of Buckley, J. (reported 51 W. R. 29; 1902, 2 Ch. 837). The defendant company was a limited company, one of whose objects, as stated in its memorandum of association, was to sell its undertaking. The defendant company entered into an agreement with the Lomagunda Development Co. to sell to the latter company its undertaking and all its property except £200 in consideration of shares in the purchasing company and of an indemnity to itself and its liquidators against certain obligations. The £200 was to be kept to defray the costs of the agreement and of the winding up of the company, and the balance was to be handed over to the purchasing company. This agreement was approved at an extraordinary general meeting of the company, and at the same meeting was passed a resolution (subsequently confirmed) to wind up the company voluntarily. The plaintiff, who was a shareholder in the company, objected to the sale and claimed that it was *ultra vires* unless his interest was purchased under section 161 of the Companies Act, 1862. Buckley, J., held that the sale was a sale by the defendant company under its memorandum of association, and not a sale in disguise by its liquidator. The sale was therefore valid and the action must be dismissed. The plaintiff appealed. In the course of the argument the court intimated that they could not decide that the agreement was *ultra vires* in the absence of the purchasing company. The plaintiff declined to incur the expense of bringing the purchasing company before the court by amendment.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal. Their lordships expressed no opinion as to the rights of the parties, but said that in the absence of the new company they were not in a position to grant the relief which the plaintiff claimed, as to grant such relief would involve a declaration that the agreement for sale was invalid.—COUNSELL, Hart; Ashbury, K.C., and Holmes. SOLICITORS, Michael Abraham, Sons, & Co.; Ingle, Holmes, & Sons.

[Reported by J. I. Stirling, Esq., Barrister-at-Law.]

LAMPLOUGH v. THE COMPANY OF PROPRIETORS OF THE KENT WATERWORKS. No. 2. 18th March.

WATERWORKS COMPANY—PRESCRIBED RATES OF DIVIDEND—SURPLUS PROFITS—DEFICIENCIES IN PREVIOUS YEARS—INCORPORATION OF WATERWORKS CLAUSES ACT, 1847—DEFICIENCIES IN YEARS PRIOR TO INCORPORATION—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), s. 75.

This was an appeal against a decision of Joyce, J. The action was brought for the determination of the question whether the defendant company were entitled to apply surplus profits in making up to stockholders a dividend of 10 per cent. upon their stock from the year 1860 down to the 30th of June, 1864, at which date the Waterworks Clauses Act of 1847 first became applicable to the company's undertaking, or whether the surplus profits must now be applied in constituting a reserve fund to secure future dividend, and subject thereto in reduction of the maximum water rates chargeable by the company under their Acts. The company were incorporated by an Act passed in the year 1809, by which they were empowered to purchase certain waterworks which had been established under letters patent granted by King William III. giving an exclusive right for a term of 500 years to supply water to Greenwich and other places in the county of Kent. By this Act the company were empowered to raise £100,000 capital in shares of £100 each, the holders of which were to be "entitled to receive the entire and net distribution of an equal proportionate part, according to the money so by them respectively paid, of the profits and advantages that shall and may arise and accrue by the rates and other sums of money to be raised, recovered, or received by the said company of proprietors by the authority of this Act." The Act also gave the company power to raise additional capital if necessary. Further Acts were obtained by the company giving powers of extension and raising fresh capital in 1811, 1850, 1860, and 1862; and in 1864 an Act was passed which incorporated the Waterworks Clauses Act, 1847. Before the passing of this Act of 1864 the company were under no obligation as to supply, and there was no limit upon the rates which they might charge, nor upon the rate of dividend which they might pay. Further Acts were obtained by the company in 1877, 1888, and 1902. All the company's share capital has been converted into stock under the Companies Clauses Act, 1845, and apart from the Waterworks Clauses Act all the holders of ordinary stock of the company are entitled to rank rateably in respect of dividend except a special issue of 7 per cent. ordinary stock issued in pursuance of the company's Act of 1877. After the incorporation of the Waterworks Clauses Act by the Act of 1864 no greater dividend than 10 per cent. was permissible, subject to the statutory power contained in section 75 of the Waterworks Clauses Act to make up deficiencies. That section provides that "the profits of the undertaking to be divided among the undertakers in any year shall not exceed the prescribed rate, or where no rate is prescribed they shall not exceed the rate of £10 in the hundred by the year on the paid-up capital in the undertaking, which in such case shall be the prescribed rate, unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend which shall have fallen short of the said yearly rate." The company have paid up all deficiencies or arrears which had arisen on the years from 1864 onwards, and they contemplated making up the deficiencies or arrears which had arisen on years prior to 1864, a proceeding which, it was stated, would involve a sum of no less than £700,000. The plaintiff is the holder of £2,500 7 per cent. stock in the defendant company created under the Act of 1877. It was not probable that the market value of his stock would be affected by the course proposed to be taken by the company, but his case was that the company had no right to apply their funds in the payment of these back dividends; and he moved for an injunction to restrain the company from paying any dividend on any of their ordinary stocks in respect of, or so as to make up, any deficiency or alleged deficiency of dividend on those stocks which might have occurred before the 30th of June, 1864. Joyce, J., came to the conclusion, upon the construction of the Acts, that the payment of the back dividends was not within the powers of the company, and he granted an injunction accordingly. The company appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal.

COLLINS, M.R.—This is an appeal from a decision of Joyce, J. The case turns upon section 75 of the Act of 1847. The company have from year to year lately paid dividends exceeding 10 per cent. in view of the fact that since 1864 in some years they had distributed less than 10 per cent. They have now made up the deficiencies since 1864, and it is necessary for them to find out whether they are entitled to rely on deficiencies which arose before 1864 in order to justify them in now distributing a dividend of more than 10 per cent. It has been contended in a very ingenious argument that the company are entitled to do this. It seems to me, on a fair, and quite grammatical, construction of section 75 that this contention cannot be supported. First, I think that the words of the Act of 1864 which incorporate the Act of 1847 point to the application in the future of the provisions of this latter Act. This Act of 1847 when it is incorporated speaks from the time of its incorporation and as providing for the future. If when the company come to distribute a dividend they find that they have profits more than enough to pay 10 per cent., they are entitled to see whether from the time that the Act came into operation there has been in any year a deficiency in dividend of less than 10 per cent. They are in exactly the same position, neither better nor worse, with regard to the Act, as if they were a company which came into existence on the day of the passing of the Act. Whether the incorporation of the Act was by the voluntary act of the company, or was imposed upon them by the Legislature, they come under the obligation in exchange for other advantages which they derived. I do not feel the force

of the argument which was addressed to us on the injustice of cutting down rights which the company had enjoyed. The company had derived no great advantage from their former right to pay dividends of unlimited amount, for before 1864 the dividends had never reached 10 per cent., and had often been much less. The company took the benefit of being able to make up part deficiencies subject to the obligation of not paying a dividend of more than 10 per cent. I can see no injustice in giving the Act of 1847 its natural meaning—that is, that it takes effect from and after the passing of the Act which incorporates it—i.e., the Act of 1864. Mr. Parker's argument involves this proposition: that the word "dividend" in section 75 does not mean dividend in the ordinary popular sense, but means the sum available for distribution by the company, which is the strict technical meaning of the word. But when the Act is looked at you find that in every other section where the word dividend is used, it cannot bear any other than its ordinary popular meaning. Then, coming to section 75 itself, I do not think that this meaning is necessary for the construction of the section, and in fact it is only possible to support the contention by very refined reasoning. I think the decision of *Joyce, J.*, was quite right, and that the appeal must be dismissed.

ROMER, L.J.—I agree, and I will only add a few words. Before the passing of the Act of 1864 this company was able to divide the whole of its profits among its shareholders without any limitation. Accordingly it would have been impossible for them in any one year to alter the dividend paid in a past year or to appropriate any part of their profits to the payment of a dividend for a previous year. Up to the passing of the Act of 1864 there was no deficiency in the true sense of any previous dividend. Then came the Act of 1864 which incorporated the Act of 1847. It is said that great hardship will result from the construction adopted by *Joyce, J.* The answer is that the company took the benefit of the Act of 1864 with all its advantages and disadvantages. The result of the bargain made with the Legislature was that the company became subject to the provisions of the Act of 1847. Section 27 of the Act of 1864 makes it perfectly clear that the provisions of the Act of 1847 were to take effect only from and after the passing of the Act of 1864. In other words, the Act of 1847 was to have no retrospective effect at all; it was intended to apply only to coming years. The company now want to regard years before 1864 in which a dividend of 10 per cent. was not paid as years in which there was a deficiency of dividend within the meaning of the Act of 1847. As I have already pointed out, in the years before the passing of the Act of 1864 there was no such thing as a deficiency of dividend. The words in section 75, "fallen short of the said yearly rate," must mean short of the prescribed rate. No rate was prescribed for this company before the passing of the Act of 1864. The section itself shews that it is dealing with years in which there was a fixed maximum rate of dividend, and in which the dividend had fallen short of that rate. Both the words and the spirit of the section exclude the construction which is now sought to be put on it by the company.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *Gripps, K.C.*, and *R. J. Parker; Younger, K.C.*, and *Ashworth James*. SOLICITORS, *Hollans, Sons, Coward, & Harsley; Wallons, Johnson, Rubb, & Wharton*.

[Reported by J. I. STERLING, Esq., Barrister-at-Law.]

Re BARONESS LLANOVER'S WILL. HERBERT v. FRESHFIELD.
No. 2. 19th and 20th March.

SETTLED LAND ACT—TRUSTEES WITH EXTENSIVE POWERS OF MANAGEMENT—TRUST TO PERMIT A. TO RESIDE—TENANT FOR LIFE—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), s. 2, SUB-SECTION 5; s. 58, SUB-SECTION 1, CLAUSE IX.

This was an appeal from a decision of *Swinfen Eady, J.* (reported in 1902, 2 Ch. 689). Mrs. Herbert, the plaintiff, had taken out a summons for a declaration that she was entitled, under the will of her mother, Lady Llanover, to exercise the power of a tenant for life within the meaning of the Settled Land Acts. By her will, dated the 16th of August, 1889, Lady Llanover devised all her real estate to trustees. After giving them full powers of management and directing them to pay certain annuities, she proceeded in clause 5 to direct as follows: "I direct that my trustees or trustee shall apply such annual sum or sums of money as shall be necessary for keeping up the two mansion-houses, grounds, and gardens at Llanover, and also the residence and gardens called Abercorn Uchaf, and the mansion and premises in Great Stanhope-street, in a fit state for residence in accordance with such scale and rules as they or he may think fit (including in such keeping up the wages of all servants and other persons employed by my trustees or trustee in or about such mansion-houses, residences, grounds, and gardens, which servants and other persons shall be Welsh and speak the Welsh language, and shall not be of the Roman Catholic religion), and my trustees or trustee shall permit my daughter Augusta Charlotte Elizabeth Herbert (wife of John Arthur Herbert, of Llanarth, Esquire), at any time and from time to time during her life, to reside at the said mansion-house, gardens, and grounds at Llanover, the residence and gardens called Abercorn Uchaf, and the mansion and premises in Great Stanhope-street, and during any and every such residence at the mansion-house, gardens, and grounds at Llanover or at the mansion-house in Great Stanhope-street by my said daughter, under such permission as aforesaid, my trustees or trustee shall out of the rents and profits (subject to the prior payments thereout hereinbefore directed) pay to my said daughter an allowance of £80 per week during such residence if the surplus rents and profits shall be sufficient for that purpose, and if not then an allowance at the rate of so much per week as my trustees or trustee may in their or his absolute and uncontrolled discretion think that such surplus rents and profits can fairly bear, and subject as aforesaid, my trustees or trustee shall during the life of my said daughter, but not for a

period of more than twenty years after my death, apply the ultimate surplus, if any, of the said rents and profits in the manner by the tenth paragraph of this my will directed concerning the proceeds of my residuary estate." Similar rights of residence were given to a granddaughter, grandson, and great-granddaughter successively, and there was an ultimate devise of the said freehold hereditaments to the daughters of her great-granddaughter by a Protestant Trinitarian husband successively in tail male. By clause 7 the testatrix directed that the heirlooms in the three mansions should be enjoyed by the person or persons for the time being entitled to the same residences respectively under the limitations thereinbefore directed. The testatrix died on the 17th of January, 1896, and Mrs. Herbert, who had become a widow, had continuously resided in one or other of the above premises. *Swinfen Eady, J.*, held that the lady had the powers of a tenant for life within the meaning of the Settled Land Acts. The trustees appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal.

COLLINS, M.R.—The will of Lady Llanover undoubtedly gives very large powers to the trustees, and shews a strong desire to give a strictly Protestant and Welsh character to the estate. It has been held, however, that powers of management, however extensive, are not incompatible with a person being tenant for life within the meaning of the Settled Land Acts, and having the beneficial possession of the property; *Re Jones* (32 W. R. 735). Under clause 5 of the will the person having the right to reside is Mrs. Herbert, and the residence contemplated is residence during her life. "Such residence is not a mere discretion on the part of the trustees, for the terms of the will are peremptory—"shall permit." The only argument of the appellants having any weight was that the powers of management given to the trustees were so large as to be incompatible with any independent right of possession. In my opinion, the powers come to nothing more than very extensive powers of management, and powers given for the purpose of increasing the enjoyment of the property. They are for the advantage of the lady in question, and enhance the beneficial character of her possession. I think that the decision of *Swinfen Eady, J.*, was right, and that the appeal must be dismissed.

ROMER, L.J.—I am of the same opinion. The first trust in the will is in fact a trust that Mrs. Herbert shall have a right to reside during her life. It is not a trust that she alone, that she individually shall have a right to go and stay on these premises, as a sort of guest or lodger. She is the person to reside, and she is to have the ordinary powers of a mistress. She is, to my mind, in the words of section 2, sub-section 5, of the Settled Land Act, 1882, the person beneficially entitled to possession. If she is not, then there is nobody beneficially entitled. The policy of the law is to regard the Settled Land Acts as beneficial, and not to cut down the class of persons to whom the benefits of those Acts apply. No doubt the testatrix did not anticipate this result, and no doubt the powers conferred by the Acts interfere with the object she had in view. But this cannot be helped, nor do I regret it.

COZENS-HARDY, L.J.—I agree. I should like to refer to clause 7 of the will, which confers on the persons entitled to the possession of the estate the right of enjoying certain chattels as heirlooms. It cannot be seriously contended that Mrs. Herbert is not entitled to the enjoyment of these heirlooms. Clearly she is the person beneficially entitled to the possession, and as such tenant for life within the meaning of section 2, sub-section 5.—COUNSEL, *Haldane, K.C.*, and *Howard Wright; Warrington, K.C.*, and *H. Fellows*. SOLICITORS, *Freshfields; Hunter & Haynes*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re EARL HOWE'S SETTLED ESTATES. Buckley, J.
11th and 12th March.

ESTATE DUTY—TENANT FOR LIFE—PAYMENT BY INSTALMENTS—INTEREST UPON UNPAID DUTY—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), s. 9 (5) AND (6).

Originating summons. Upon the death of the third Earl Howe on the 25th of September, 1900, certain estates settled by a deed of resettlement of 1883, of which the third earl was tenant for life, devolved upon the present earl, who was the plaintiff in the above action as tenant for life in possession. The amount of the duty payable by the plaintiff upon the death of the third earl in respect of the settled estates had been assessed at £50,163 odd, and the plaintiff had elected to pay this sum by eight annual instalments of £6,270 7s. 9d. each. The first instalment had been paid. The second instalment became due on the 25th of September, 1902, and a demand had been made upon the plaintiff by the Inland Revenue authorities for its payment, together with a sum of £1,316 odd for interest for one year from the 25th of September, 1901, at three per cent. upon the whole unpaid duty of £43,892 odd. The plaintiff desired to raise the instalment and also the interest out of the corpus of settled estates, either by sale or mortgage, or by the application for that purpose of capital moneys in the hands of the trustees of the resettlement for the purposes of the Settled Land Acts, and he took out this summons against the trustees, and against Viscount Curzon, who was tenant for life in remainder of the settled estates, for a decision by the court as to whether he could do these things.

BUCKLEY, J.—The question is whether under section 9, sub-section 5, of the Finance Act, 1894, the tenant for life may throw upon the inheritance the amount of the second instalment, and also the amount of the interest payable upon the unpaid duty. I am of opinion that he is not entitled to do so. *Prima facie*, and unless there be some provision to the contrary in the statute, it is plain that upon general principles a tenant for life whose

income is increased by the postponement of the payment of the duty ought to bear the interest which is the price of obtaining the postponement. The question whether the statute contains anything which enables a tenant for life to throw the interest upon the inheritance depends upon the true construction of section 9, sub-section 5 of the Finance Act, 1894. Under section 6 the duty may be paid in one of two ways. It may be paid under sub-section 6 in one sum with interest from the death up to the time mentioned. If that alternative is taken the inheritance parts with the amount of the duty, and the income of the tenant for life is so much the smaller. Or it may be paid under sub-section 8 at the option of the person delivering the account. That person may be the tenant for life or any one of several other persons within section 6 (2) or section 8 (4). If that option is exercised the duty is paid by eight annual instalments. There is no interest at all for the first year, but interest runs from the end of the first year. If the Act of 1894 as amended by the Act of 1896 had stopped there, I should have thought that there was no question at all, but that the different modes selected for payment of the duty did not alter in any way the incidence of the interest as between the tenant for life and remainderman. But by section 9 (5) the person authorized or required to pay the estate duty has a right of raising "the amount of the duty and any interest and expenses properly paid or incurred by him in respect thereof" by sale or mortgage of the inheritance. It is upon these words the difficulty occurs. The word "duty" is used in sub-sections 5, 6, and 7 of section 9 as the whole amount due to the Inland Revenue, and not duty as distinguished from interest. The person entitled to raise under section 9 (5) the amount he has paid may be the executor of the deceased tenant for life, or a trustee, or one to whom the property passes for a beneficial interest, which would include a tenant for life. The words "and any interest" are therefore appropriate for enabling a person not a tenant for life to raise, if necessary, out of the inheritance the moneys he has paid but did not owe. I do not think it is necessary to read those words so as to apply to the tenant for life if he is the person who pays, and enable him to raise the interest out of the inheritance. Suppose the tenant for life did not pay the duty as it falls due, then, under section 18 (1) of the Act of 1896, the revenue authorities would be entitled to interest. It could not be that he could throw this interest upon the corpus. Any interest so incurred would not be "properly paid or incurred" by him. I think also in the case before me that the interest has not, as between the tenant for life and the remainderman, been "properly incurred" by the former. I am therefore of opinion that where the tenant for life is the person who accepts the responsibility for paying the duty, and pays an instalment and interest for the unpaid portion of the duty, he is not entitled to raise that interest out of the inheritance, as being entitled to be recouped that interest, and therefore that the tenant for life here is not entitled to raise the £1,316 odd by sale or mortgage.—COUNSEL, Kenyon Parker; R. J. Parker; Northcote; Ashworth James, SOLICITORS, Trower, Still, Freeling, & Parker.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

Re FITZGERALD, SURMAN v. FITZGERALD. Joyce, J.
3rd, 4th, and 21st March.

CONFLICT OF LAWS—SCOTCH LAW—SCOTCH MARRIAGE CONTRACT—LIFE INTEREST BY WAY OF ALIMENTARY PROVISION—INALIENABLE LIFE INTEREST—FRAUD UPON CREDITORS—DOMICIL—"PUBLIC POLICY."

This was a summons by the trustees of settlements made in 1862, raising in effect the question whether under the circumstances mentioned below certain mortgages had or had not a valid charge upon the life interest of Sir Gerald Fitzgerald under a settlement in Scotch form. In 1862 a marriage was contemplated between Sir Gerald Fitzgerald, who was domiciled in England, and the lady who afterwards became Lady Fitzgerald, and who was domiciled in Scotland. By an English settlement made in consideration of the intended marriage, and dated the 20th of September, 1862, but executed in Scotland, certain property was assigned to trustees upon trust for Sir G. Fitzgerald for life with remainder to Lady Fitzgerald for life, and after the death of the survivor upon the trusts therein declared for the children of the marriage. By a Scotch marriage contract of even date with the English settlement, and made between the intending husband of the one part and the intending wife of the other part, and reciting the English settlement, Lady Fitzgerald assigned to the same trustees all her then present and future property upon trust (in effect) to pay the costs of the trust, and subject thereto to pay the income to Lady Fitzgerald for life, and subject thereto, in case Sir G. Fitzgerald should survive his wife, to pay the said income to him during the remainder of his life, and it was by the contract declared "that all payments to the said Sir Gerald should be strictly alimentary, and should not be assignable nor liable to arrestment or any other legal diligence at the instance of his creditors," and subject thereto upon the trusts therein declared for the children of the marriage. The marriage was duly solemnized, and there was issue one child and no more, viz., Miss Geraldine Fitzgerald, who was born in 1863. Lady Fitzgerald died on the 16th of May, 1901. Prior to this date Sir G. Fitzgerald and Miss Fitzgerald had executed numerous documents purporting to charge their respective interests under the English settlement and the Scotch contract, some of these having been executed prior to Miss Fitzgerald's attaining twenty-one on the 19th of June, 1884, and others subsequently to that event. The trust had always been administered in England, and five of the six trustees were domiciled in England. The question above indicated, which now came up for argument, depended in substance upon the question whether the Scotch contract was to be construed according to Scotch or English law. If according to the former, then Sir Gerald's life interest was (except in favour of alimentary creditors and to the extent required by such

creditors) restrained from anticipation, and the charges given as above mentioned were invalid. The trust funds under the Scotch contract comprised (*inter alia*) Scotch heritable bonds which it was contended were by the law of Scotland treated as real estate. It was argued on behalf of Sir G. Fitzgerald that, being a Scotch contract, the parties must have intended it to be governed by Scotch law, for if governed by English law some of its provisions would be nugatory. The settlor was Scotch, and the form of the document Scotch throughout; there was nothing contrary to the policy of English law in a person settling property on another in such a way as to prevent alienation by such other, and if that was so, then by the comity of nations effect would be given to the settlement under Scotch law.

JOYCE, J., in giving judgment, stated the facts and the questions at issue, and said that it was contended that the words cited above from the Scotch contract precluded Sir G. Fitzgerald from assigning so as to create a valid incumbrance. The domicile and residence of Sir G. Fitzgerald had throughout remained English, and the trustees were all subject to and had indeed invoked the jurisdiction of the English courts; in these circumstances it appeared to his lordship that even if the construction and effect of the contract in question was to be determined by Scotch law (*Re Barnard*, 55 L. T. N. S. 9), yet its validity and operation with respect to the matter now in question must be determined by the law of England: see *Westlake on International Law*, p. 76; *Vaizy on Settlements*, 1640, *et seq.* Moreover, if the question were one solely of contract between the parties, yet a contract inconsistent with the law and policy of this country, or which conflicted with what were treated in England as essential public interests, could not be enforced in England (*Westlake*, s. 215). According to English law, an inalienable trust in favour of a man even for his maintenance was not allowed, nor was a mere prohibition against alienation effectual except with regard to a married woman's separate estate: *Brandon v. Robinson* (18 Ves. 429), *Graves v. Dolphin* (1 Sim. 66), *Younghusband v. Gisborne* (1 Coll. 400). It was contrary to English public policy that property should be so settled as to continue in the enjoyment of a bankrupt notwithstanding bankruptcy. The words therefore in the Scotch contract in question were void and inoperative according to English law, being repugnant and contrary to public policy. It was clear that, in so far as the property comprised in the contract was personalty, the law of England must govern; and upon reflection, having regard to the frame of the settlement, his lordship thought there was no difference even with regard to that part, if any, which ought by the law of Scotland to be treated as real and immovable property. Sir G. Fitzgerald had merely a personal claim against the trustees to be paid the income subject to the costs of the trust, and his lordship thought that the decision of the House of Lords in *Scott v. Almutt* (2 Dow & Clark, 117) applied: see also *Noell v. Robinson* (2 Ventris, 358). His lordship therefore held that the assignees and incumbrancers under the several documents of charge, and not Sir G. Fitzgerald, were the persons entitled to receive the income from the trustees of the Scotch contract. Declare accordingly.—COUNSEL, Hughes, K.C., and Philpotts; Younger, K.C., and Crossman; Badcock, K.C., and Methold; Hamilton, K.C., and Vernon; C. James; Ashworth James; Blakesley; Withers; Northcote; Popy; E. Ford. SOLICITORS, Keen, Rogers, & Co.; Surman & Quekett; Redfern & Hunt; Stibbard, Gibson, & Co.; Curry & Hawkins; Rutter, Veitch, & Bond; Trower, Still, & Co.

[Reported by ALAN C. NEBBITT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

LYON v. LONDON CITY AND MIDLAND BANK. Joyce, J. (sitting as additional Judge). 18th March.

FIXTURES—TRADE FIXTURES—SEATS IN THEATRE—MORTGAGE OF THEATRE—RIGHT OF REMOVAL BY OWNER.

Action to recover certain chairs or seats alleged to be the property of the plaintiffs placed in a theatre of which the defendants were mortgagees. The plaintiffs agreed with a Mr. Ellis, the owner and occupier of the Brighton Hippodrome, to supply 680 crimson velvet armchairs for use at the Hippodrome, for which Ellis agreed to pay £20 per week for not less than twelve weeks, and in default of any one week's payment the plaintiffs were to be at liberty to remove the chairs, and Ellis was to have an option to purchase the chairs within three months for £676. The agreement was afterwards extended for a further period of twelve weeks. Ellis never exercised his option of purchase, and in October, 1901, mortgaged the Hippodrome to the defendant company to secure his account, the mortgage containing a conveyance of the premises, together with all fixtures. The defendants having entered into possession under their mortgage, refused to allow the plaintiffs to remove the chairs, which the defendants claimed as fixtures under their mortgage. The present action was then brought. The chairs were constructed on iron frames, each chair having two standards with holes at the feet for the insertion of screws. In accordance with the requirements of the town council the chairs were fastened by means of screws to the floor, the floor itself being nailed to a bed of concrete. The defendants relied *inter alia* on *Hobson v. Gorringe* (1897, 1 Ch. 182).

JOYCE, J., said it seemed to him that there were important differences between this case and those relied on by the defendants. The chattels in this case were chairs, and not engines, boilers, or machines. They were complete in themselves and might be used without any annexation, though no doubt they could be better used when screwed down. Again, the agreement was not a hire and purchase agreement as in *Hobson v. Gorringe*. Where a chattel was attached to the soil, *prima facie* it was a fixture. But that inference might be displaced by showing that it was not annexed for the permanent improvement of the land, but for its

temporary enjoyment as a chattel. That was the case here, and therefore the chairs did not pass with the freehold.—COUNSEL, *Reed, K.C.*, and *Kerly*; *Muir Mackenzie and C. Holden*. SOLICITORS, *Reed & Reed*; *Nye, Moreton, & Co.*, for *J. K. Nye & Treacher*, Brighton.
[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law, for C. B. CAMM, Esq., Barrister-at-Law.]

RE A MUNICIPAL ELECTION PETITION FOR THE BOROUGH OF WEST HARTLEPOOL. YELLOW AND OTHERS (Petitioners) AND MEREDITH (Respondent). Div. Court. 19th March.

ELECTION LAW—ELECTION—TOWN COUNCILLOR—DISQUALIFICATION—UNDISCHARGED BANKRUPT—DEPOSIT NOT FOUND BY PETITIONERS THEMSELVES—LIABILITY OF RESPONDENTS FOR THEIR COSTS—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), ss. 89, 93 (7), 101 (3).

This was special case stated for the opinion of the court pursuant to an order of Wright, J., dated the 22nd of January, 1903, and made under section 93 (7) of the Municipal (Corrupt Practices and Election Petition) Corporation Act, 1882. The question for decision was whether the election on the 1st of November, 1902, of the respondent—William Metcalfe Meredith—as town councillor for the south-west ward of the borough of West Hartlepool was void by reason of his bankruptcy. The facts stated in the case so far as material here were these: On the 1st of November, 1902, the respondent was declared duly elected to the office of town councillor for the south-west ward of the borough of West Hartlepool. Proceedings in bankruptcy under the Bankruptcy Act, 1883, were commenced against the respondent on the 23rd of July, 1895, and he was adjudged a bankrupt on the 28th of October, 1895, and had not at the date of the said election obtained his discharge. A petition was presented against his return by four burgesses—Messrs. J. Yellow, A. Brackenbury, J. Hill, and J. Glass—alleging that the respondent was not a person qualified to be elected on the ground that he had been adjudged a bankrupt, and praying that it might be determined that the respondent was not duly elected, and that his election was void. The petitioners now submitted by their counsel that an undischarged bankrupt was not a person qualified to be elected as a town councillor, and that consequently the respondent's election was void. [WRIGHT, J.—I have read the special case and I do not see that there is any point that can be raised against the petition.] Counsel for the respondent said he could not advance anything on the main point, and that there must be judgment for the petitioners. At to the question of costs, he would point out that the petition had not been presented by the defeated candidate, and that one of the petitioners had filed an affidavit in which he admitted he had not found a single halfpenny of the £300 deposited for costs. As a matter of fact none of the petitioners, as they well knew, were running any risk in regard to costs, and therefore it was not fair to order that they should be paid anything. [KENNEDY, J.—They are the parties who would be responsible for costs in the event of the petition failing.] It had been held in several cases that where the petitioners were men of straw no order should be made that the respondent should pay costs. [WRIGHT, J., that is not the case here. The evidence is that the petitioners are all respectable tradesmen in the town.] In the *Borough of Stepney case* (4 O'Malley and Hardcastle, at p. 183) the point was taken by Jelf (now Mr. Justice Jelf) that petitioners there having admitted that they were not able to pay, the application that costs should be allowed the petitioners ought not to be granted, and Cave, J., said "they," the petitioners, "tell us themselves that they had nothing to pay, and therefore, having nothing to pay, I do not see why they should have anything at all."

KENNEDY, J., in giving judgment, said that the four petitioners had made themselves liable for costs, whether, as was suggested, somebody provided the fund for them or not which had to be deposited before the petition could be brought. Under these circumstances he saw no reason for departing from the ordinary rule of granting costs to the successful party. An untenable point had been taken on behalf of the respondent, that because one of the petitioners had made an affidavit stating that he had not contributed to the sum of £300 which it was necessary to deposit the petitioners ought not to receive any costs. He could not accept that contention. The petition was successful and the ordinary rule as to costs to the successful party must follow. Judgment would therefore be pronounced declaring the election void and for an order that the money in court should be paid out to the petitioners or their agent.

WRIGHT, J., concurred. Judgment accordingly with costs.—COUNSEL, *C. Willoughby-Williams*; *Lushington*. SOLICITORS, *Lecsmith & Munby*; *J. E. & H. Scott*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

PRICE & CO. v. UNION LIGHTERAGE CO. (LIM). Com. Court. 11th March.

CARRIER—LIGHTERAGE—NEGLECT—UNSEAWORTHINESS—LIABILITY FOR LOSS OR DAMAGE TO GOODS COVERABLE BY INSURANCE.

This was an action brought to recover damages for breach of a contract to carry a quantity of oil in a barge of the defendants from a jetty at Thames Haven to Belvedere. The barge was loaded and left moored to the jetty until after low water. With the rising tide the barge rose and jammed under a projecting portion of the jetty, and so was submerged and sank. The contract was not contained in any written document, but was admitted to be subject to a clause printed on the stationery used by the defendants in their business, viz., "The rates charged by us are for conveyance only, and we will not be liable for any loss of or damage to goods which can be covered by insurance. The terms of the marine or other policy should stipulate that insurance is effected without recourse to lighterage. We will not be responsible for any consequences arising from strikes or other labour disturbances." The plaintiffs alleged that the loss was caused by the negligence of the defendants' lightermen in not standing by the barge

as the tide rose, or by the unseaworthiness of the barge, or by both causes. The defendants alleged there was no negligence, and denied that the barge was unseaworthy, and they further alleged that by the terms of the contract they were exempt from liability of a loss so caused.

WALTON, J., said that in his opinion the plaintiffs failed to prove that the barge was unseaworthy, and that if the plaintiffs were to succeed it must be on the ground that the loss was caused by the negligence of the defendants' servants. The defendants alleged that by the terms of the contract they were exempt from liability. It was necessary, therefore, to consider the contract. In dealing with the question of construction, he assumed that the loss was caused by the negligence of the defendants' lightermen. Upon the question of construction the controversy between the parties was as to whether the clause exempted the lighterage company from liability for a loss caused by the negligence of their servants. Such a loss as occurred in the present case was covered by an ordinary marine policy on goods, whether the loss was brought about by negligence or not. Negligence of lightermen was not one of the risks named in the common forms of policies on goods, but it could be insured against specifically without any difficulty. The words of the clause "loss of goods which can be covered by insurance" were wide enough to include the loss which occurred in this case—even assuming that it was caused by negligence. If it was permissible to deal with the present case without regard to the rules of construction which had been laid down in a series of cases and to look only at the language used, it might be said that its meaning was that the defendants were to be exempt from liability for insurable losses caused by negligence or not. There was, however, a well-established rule of construction applicable to the present case. The law did not forbid the carrier to exempt himself by contract from liability for the negligence of himself and his servants; but if the carrier desired so to exempt himself it required that he should do so in express, plain, and unambiguous terms. An exemption in general words not expressly relating to negligence, even though the words were wide enough to include loss by the negligence or default of the carrier's servants, must be construed as limiting the liability of a carrier as insurer and not as relieving him from the duty of exercising reasonable skill and care. If a carrier wished to exempt himself from liability for the negligence of his servants he must insert in his contract in one form or another something equivalent to what is well-known as a negligence clause. He referred to and commented on *Phillips v. Clark* (5 W. R. 582, 2 C. B. N. S. 156), *Steinman v. Angier Line* (39 W. R. 392; 1891, 1 Q. B. 619), *Mitchell v. Lancashire and Yorkshire Railway Co.* (23 W. R. 853, L. R. 10 Q. B. 256), *Cleeri v. Sutton* (15 App. Cas. 144), *Compania de Navegacion La Flecha v. Brauer* (168 U. S. Rep. 104). The clause seemed to refer to conveyance in contradistinction to insurance. Applying the rule laid down in the cases, the clause must be read as meaning: "I will use reasonable skill and care in the conveyance of the goods, but I will not undertake any liability as insurer for loss or damage which can be covered by insurance with underwriters." In his opinion, if the loss was caused by the negligence of the lighterage company, then defendants were liable. He found as a fact that there was negligence, and therefore judgment must be given for the plaintiffs with costs, except so far as they referred to the issue of unseaworthiness.—COUNSEL, *Hamilton, K.C.*, and *Bailhache*; *Scrutton, K.C.*, and *Lochnis*. SOLICITORS, *J. A. & H. E. Farnfield*; *E. C. Harcey*.

[Reported by W. T. TURTOS, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re NEPEAN. Ex parte RAMCHUND. Wright, J. 23rd March.

BANKRUPTCY—SCHEME OF ARRANGEMENT—PROOF—DEBT CARRYING INTEREST EXCEEDING FIVE PER CENT.—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 23.

Appeal by a creditor under a scheme of arrangement from the partial rejection of his proof by the official receiver. In this case a scheme of arrangement with the creditors, in accordance with the terms of the Bankruptcy Act, 1890, had been approved by the court. The friends of the debtor had raised a sum of £1,800, and the scheme provided that as large a dividend was to be paid upon all debts provable in bankruptcy as the sum collected should admit of. It was agreed that the sum collected was sufficient to pay 7s. 6d. in the £1 on all the debts proved even if the appellant's proof were admitted to its full amount. The appellant's proof was for money lent with interest at a higher rate than five per cent. The official receiver refused to admit the proof for more than the principal sum advanced and interest thereon at five per cent., relying on the terms of section 23 of the Bankruptcy Act, 1890: "Where a debt has been proved upon a debtor's estate under the principal Act, and such debt includes interest or any pecuniary consideration in lieu of interest, such interest or consideration shall, for the purposes of dividend, be calculated at a rate not exceeding five per cent. per annum, without prejudice to the right of a creditor to receive out of the estate any higher rate of interest to which he may be entitled after all the debts proved in the estate have been paid in full." The creditor appealed, and contended that his interest was a debt provable in bankruptcy, though if the estate were administered in bankruptcy it would be postponed for the purpose of dividend. The scheme provided for the payment of a dividend on all debts provable in bankruptcy, therefore the proof should be admitted for the full amount.

WRIGHT, J., held that debts provable in bankruptcy meant debts provable in the fullest sense of the word, not merely provable for immediate dividend, and that the proof ought to be admitted for the full amount. Appeal allowed.—COUNSEL, *Clayton*; *Sidney Lushington*. SOLICITORS, *John Bartlett*; *Radclyffe, Cator, & Hood*.

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

Law Societies.

The Selden Society.

ANNUAL MEETING.

The annual general meeting of the Selden Society was held on Wednesday in the Council Room, Lincoln's-inn Hall, Lord MACNAUGHTEN, the president, taking the chair, supported by Lord Justice Stirling, Lord Lindley, the Master of the Rolls, Mr. Justice Byrne, Mr. Justice Channell, Mr. Justice Farwell, Sir Howard Elphinstone, Mr. P. O. Lawrence, K.C., Mr. Richard Pennington, Mr. Cyprian Williams, Mr. F. K. Manton, and Mr. B. Fossett Lock (hon. sec.).

The report, after referring to the fact that the society had again suffered this year several losses by death and resignation, stated that new members had joined and the total number, which was now 296, still showed a slight increase. Many of the new subscriptions continued to come from the libraries of public institutions. Volume 13 of the society's publications for 1902 was the first volume of "Select Proceedings in the Star Chamber," edited by Mr. I. S. Leadam. The council expressed regret that Mr. Leadam had been unfortunately and unavoidably delayed in the compilation of the work, which was not yet published, but they now hoped for its early appearance. Volume 17 for 1903 would be the first volume of the new edition of the "Year Books of Edward II.," edited by Professor Maitland. This would mark the beginning of the arduous and expensive undertaking which the council had for some years contemplated. They had made a great effort to accumulate for this purpose a reserve fund, without which they would not have felt justified in embarking upon it. Provisional arrangements, subject to contingencies, had been made for the following publications in subsequent years: 1904, "Star Chamber," Vol. II., edited by Mr. I. S. Leadam, and in 1905, "Year Books of Edward II.," Vol. II., edited by Professor Maitland; also other volumes of the Year Books and volumes on "Glanvill," "Borough Customals," and "Charters of Trading Companies." The period of Sir Howard Elphinstone's office as vice-president had expired, and the council had nominated Mr. Renshaw, K.C., in his place. They desired to record their gratitude to Sir H. Elphinstone for having served as vice-president during the last three years. The following members of the council retired by rotation: Sir H. Maxwell Lyte, C.B., Mr. Stuart Moore, Mr. Pennington, Sir Frederick Pollock, and Mr. Renshaw, K.C. The council had re-nominated the first four, and they had nominated Mr. Justice Byrne in place of Mr. Renshaw, who became vice-president. They had also appointed five trustees in whom any copyrights or other property of the society might be vested—namely, Mr. Renshaw, Sir Frederick Pollock, Mr. Cyprian Williams, Mr. Manton, and Mr. Lock. The assets of the society were £2,566 1s. 4d., and there was a net balance of assets over liabilities of £2,249 12s., which would be available to meet the cost of future volumes, in regard to which the society had already incurred liabilities to the amount of about £1,000, without taking into account subsequent volumes of the Year Book.

The President moved the adoption of the report, the re-election of the retiring members of the council, and the election of Mr. Renshaw. He congratulated the meeting that the number of members had not decreased, and that many new subscriptions were being received from public institutions. He regretted that, owing to unavoidable circumstances, the society had not issued any publications during the year under review. This was owing to the delay, which could not be prevented, in the completion of Mr. Leadam's work on the Star Chamber. He was afraid therefore that, in these circumstances, they had been invited to a Barmecide feast, but he thought the works in hand—namely, those undertaken by Mr. Leadam and Professor Maitland, would prove sufficient to atone for any deficiencies in the labours of last year. The society was fortunate in having Professor Maitland as the editor of the "Year Books of Edward II.," for no one else in the world could do the work so well.

Mr. PENNINGTON seconded the motion, and it was unanimously agreed to.

LORD LINDLEY moved a vote of thanks to Sir Howard Elphinstone for his services as vice-president during the last three years. Not only had Sir Howard Elphinstone acted as vice-president for that period, but he had also served as a member of the council since the foundation of the society.

LORD JUSTICE STIRLING seconded the motion, and it was adopted.

SIR HOWARD ELPHINSTONE, in returning thanks, said he had retired from the office because he had thought it better to make way for new blood. He moved a vote of thanks to Professor Maitland (literary director), Mr. Lock (hon. sec.), Mr. Manton (hon. treasurer), and Mr. Clark and Mr. Hall (hon. auditors), which was seconded by Mr. Justice BYRNE, and carried.

Mr. MANTON mentioned that many of the new subscriptions continued to come from the libraries of public institutions. This was a gratifying fact. He also thought it well to state that any society on paying its guinea subscription for the current year would be entitled to purchase all the back volumes of the society's publications for eight guineas, or one-half their price.

A vote of thanks to the president for taking the chair, and to the treasurer and benchers of Lincoln's-inn for the use of the council-room, which was moved by the MASTER OF THE ROLLS, and seconded by Mr. Justice CHANNELL, closed the meeting.

The Herefordshire Incorporated Law Society.

The annual general meeting was held on the 24th of February, when there were present Mr. H. Vaughan Vaughan (president), Mr. F. R. James (vice-president), Messrs. H. C. Beddoe, J. Gwynne James, J. Lambe, T. Llanwarne, E. L. Wallis, Earle, Corner, Akerman, Lloyd,

Matthews, D. Allen, Steel, W. J. Humfrys, F. S. Collins, J. Carless, Stephens, Andrews, Watson, Symonds-Taylor, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted.

It was resolved, on the motion of Mr. W. J. Humfrys, seconded by Mr. Llanwarne, that Mr. F. R. James be elected president for the ensuing year.

It was resolved, on the motion of Mr. Wallis, seconded by Mr. J. G. James, that a cordial vote of thanks be accorded to Mr. H. V. Vaughan for his services as president during the past year.

It was resolved, on the motion of Mr. H. C. Beddoe, seconded by Mr. Corner, that Mr. F. S. Collins be elected vice-president for the ensuing year.

The following were elected as the committee: Messrs. H. C. Beddoe, J. Gwynne James, Lambe, Llanwarne, A. J. Corner, E. P. Lloyd, W. J. Humfrys, Wallis, H. V. Vaughan, and Lilley.

Mr. J. R. Symonds was elected hon. secretary and treasurer.

Resolved, on the motion of Mr. Llanwarne, seconded by Mr. J. Gwynne James, that the following resolution be presented to Mr. Justice Jelf:

"The members of the Herefordshire Incorporated Law Society (which consists of solicitors practising in this and two adjoining Welsh counties) desire to take the opportunity of the first visit to Hereford of the Honourable Mr. Justice Jelf in the capacity of Justice of Assize to offer to his lordship their congratulations upon his appointment to the bench and to assure him of the extreme satisfaction which such appointment gave to the whole profession. In welcoming his lordship to the circuit which he so long adorned as leader they look back with every feeling of gratification upon his distinguished and honourable career at the bar, and the excellent feeling which invariably existed between him and the members of their own branch of the profession."

"Given under the seal of the society at their general meeting on Tuesday the 24th of February, 1903."

"FRANCIS R. JAMES, President,

"J. REGINALD SYMONDS, Hon. Secretary."

Resolved, further, that members of this society be requested to attend in court on the 26th inst. to present the same to his lordship.

The following are extracts from the report of the committee:

Members.—The number of members is now seventy-five, an increase of seven on last year. Eight new members were elected at the annual meeting, and one member (Mr. E. T. Owen, of Builth) died.

Conditions of Sale.—The attention of members is called to the case of *Pickles v. Sutcliffe* (*Law Times* of the 6th of December, p. 127; *Weekly Notes*, 1902, p. 200), where Farwell, J., decided that a contract containing the words "The land is sold subject to the conditions of the Herefordshire Incorporated Law Society" was a sufficient memorandum to satisfy the Statute of Frauds.

Solicitors' Robes.—The committee replied to a communication from the Incorporated Law Society on this subject to the effect that while they considered it desirable that solicitors should wear robes in county courts the practice ought not to be made compulsory. It is, however, the custom almost universally to do so in the courts in this district.

Service of Summonses and Notices and Delivery of Pleadings in District Registries.—The committee do not approve of the proposal made by the Liverpool Society to allow service of proceedings in litigation by post, but they agree with the Manchester Association in thinking such a course would lead to disputes and friction, and not improbably to injustice.

The Birmingham Law Society.

The committee of the Birmingham Law Society, at their annual meeting last week, adopted the following message of congratulation to Mr. A. S. Field, of Leamington, and a copy suitably engrossed has been forwarded to Mr. Field, signed by the officers of the society:

"To Algernon Sydney Field, Esq., Clerk of the Peace and Clerk to the County Council of Warwickshire."

"Dear Sir,—The committee of the Birmingham Law Society, representing 350 members of the legal profession, desire to tender to you their hearty congratulations upon the recent attainment of your ninetieth year. They are proud of a colleague admitted in 1834, and rejoice to learn that after nearly seventy years spent in an active and distinguished professional career you are still in the enjoyment of the blessings of good health and unimpaired faculties.—Yours faithfully,

"R. A. PINSENT, President.

"WALTER BARROW, Hon. Sec."

"Birmingham, March, 1903."

Society of City and Borough Clerks of the Peace.

The eleventh annual meeting of this society was held at the Inns of Court Hotel, London, on the 20th inst., Mr. HORATIO BREVITT, town clerk and clerk of the peace of Wolverhampton (the president), being in the chair.

There was a good attendance of members, places so widely apart as Newcastle-upon-Tyne and Portsmouth being represented.

Several important questions relating to the criminal law and the duties of clerks of the peace were discussed.

The officers elected for the ensuing year were: President, Mr. J. Gibson Youll (Newcastle-upon-Tyne); vice-president, Mr. J. Foster Glanville (Portsmouth); treasurer, Mr. A. Copson Peake (Leeds); hon. secretary,

Mr. Francis Ogden (Manchester); committee, Mr. Binney (Sheffield), Mr. Brevitt (Wolverhampton), Mr. Cartwright (Bristol), Mr. Duignan (Walsall), Mr. Harris (Nottingham), and Dr. Woodhouse (Hull).
The next annual meeting is to be held at Newcastle-upon-Tyne on the invitation of the president.

Law Association.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 12th inst., Mr. A. Toovey in the chair. The other directors present were Mr. Nisbet, Mr. Peacock, and Mr. Vallance. A sum of £25 was granted in relief to a solicitor's widow. Four life members and thirteen new annual subscribers were elected members of the association, and other general business was transacted.

United Law Society.

March 23.—Mr. C. H. Kirby presiding.—The subject for debate was "That *Carruthers v. Newson* was wrongly decided" (L. T., Feb. 21, 1903; *Times*, Feb. 16, 1903; Consent Order, Power of London or Country Agent to Compromise). Mr. J. Wylie moved, and Mr. W. S. Clayton-Greene opposed the motion, which was lost. The speakers were Messrs. N. Tebbutt, Green-Armistage, W. S. Cox-Sinclair, H. Procter, Nicholson, A. H. Richardson, and F. O. Clutton.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—March 17.—Chairman, Mr. P. F. Dorté.—A joint debate was held with the United Law Society. The subject for debate was: "That the existing relations between Church and State are an anomaly, and ought to be ended." Mr. C. Kains-Jackson (U.L.S.) opened in the affirmative; Mr. E. W. S. Cox-Sinclair (L.S.D.S.) opened in the negative. The following gentlemen also spoke: Messrs. Hamilton Fox, Pleadwell, Haseldine Jones, Chambers, R. P. Croom Johnson, Rendell, Tebbutt, Owen, Leggett, Ames, Weigall, Clutton, Clayton Greene, and Risch Müller. The opener replied, and the motion was carried by three votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 17.—The chair was taken by Mr. T. Cross, and a debate took place on the following moot point: "That the decision in *Brown, Brough, & Co. v. The National Bank of India* was wrong." The speakers for the affirmative were Messrs. W. H. Coley, F. Foulston, A. Cotterell, T. H. Cleaver, H. G. Jones, R. A. Willes, and A. G. Matthey; and for the negative, Messrs. E. A. B. Cox, E. A. Gateley, J. H. Round, and W. Kentish. After the openers on either side had replied, the chairman summed up, and a vote resulted in a win for the affirmative by a majority of seven. The meeting terminated with a hearty vote of thanks to Mr. Cross for presiding.

Obituary.

Mr. F. W. Bush, K.C.

Mr. Frank Whittaker Bush, K.C., died on Saturday last. He was the son of the late Mr. George Bush, of Fairwood, Wiltshire; was educated at Hertford College, Oxford, and was called to the bar in 1851. He had a considerable practice as a junior, and was made a Queen's Counsel in 1885, and was elected a bencher of Lincoln's-inn in 1888.

Sir Richard Garth, K.C.

The death on Monday last of the Right Honourable Sir Richard Garth, K.C., is announced. He was the son of the late Rev. Richard Garth, of Farnham, Surrey, and was educated at Eton and Christ Church, Oxford, and was called to the bar in 1847. He was counsel to the Incorporated Law Society while a junior; was made a Queen's Counsel in 1866, and in the same year was elected Member of Parliament for Guildford. In 1875 he was appointed Chief Justice of Bengal, and was knighted, and he retained that post till 1886. In 1889 he was made a Privy Councillor.

Legal News.

Appointment.

MR. PAGET COOKE, solicitor, of the firm of Messrs. Russell Cooke & Co., has been appointed legal adviser to the Liberal Central Association in succession to the late Mr. Russell Cooke.

Information Required.

FREDERICK WATERS, late of 65, Oakfield-road, Croydon, deceased.—Any one having a Will of the above-named deceased is requested to communicate with David Gannell, solicitor, 2, Arthur-street West, King William-street, London, E.C.

CHARLES TRUWHITT, late of 34, Theobald's-road, and of Brandshatch, Pavham, Kent, solicitor, deceased.—Information wanted as to any Will of the deceased by J. J. Freeman, 23, Abingdon-street, Westminster.

PERCY HUGH SEYMOUR MONTGOMERY, deceased.—Any solicitor or other person having any Will or Testamentary Document made by Percy Hugh Seymour Montgomery (a commissioner in the Imperial Chinese Customs at Shanghai), formerly of No. 5, Albert-street, Victoria-square, S.W., the Junior Carlton Club, S.W., 8, Storey's-gate, S.W., and 19, Lowndes-square, S.W., is requested to communicate with Lawrence, Graham & Co., solicitors, 6, New-square, Lincoln's-inn, London, W.C.

Changes in Partnerships.

Dissolutions.

CECIL DICKINSON and GEORGE JOHN ROLLINGS STUBBS, solicitors (Dickinson & Stubbs), 22-23, Laurence Pountney-lane, London, E.C. Feb. 27.

DAVID HALE, WILLIAM HENRY QUARRELL, and EDWARD ARTHUR MAMMATT, solicitors (Smith, Mammatt, Hale, & Quarrell), Ashby-de-la-Zouch. March 4. So far as regards the said William Henry Quarrell, who retires from the firm. The said David Hale and Edward Arthur Mammatt will continue the said business under the style or firm of Smith, Mammatt, & Hale.

[*Gazette*, March 13.]

WILLIAM WARD DUFFIELD, ARTHUR STEWART DUFFIELD, and THOMAS JOHN SMEE, solicitors (Duffield, Son, & Smees), Chelmsford. March 1. So far only as regards the said Thomas John Smees. The said partnership will be continued by us the undersigned William Ward Duffield and Arthur Stewart Duffield alone, under the name or style of Duffield & Son.

WILLIAM JOHN PICKIN and ERNEST HOWARD SEDGWICK, solicitors (Pickin & Sedgwick), Berkhamsted and Hemel Hempstead. Feb. 28.

[*Gazette*, March 20.]

General.

The Master of the Rolls (Sir R. Henn Collins) was photographed on Wednesday, says the *Standard*, in the temporary studio which has been erected in the Law Courts Quadrangle for the purpose of his Majesty's judges having their likenesses taken, with the view of being ultimately formed into a group in one picture. The Master of the Rolls was the first judge to give a sitting.

At the Glamorgan Assizes Mr. Justice Phillimore, after sentencing a prisoner against whom there was a long list of convictions, said the case suggested that steps should be taken to enable the Government to shut up such men, not in prison, but in some place where men like the prisoner would not be able to escape, but should be well treated for the rest of their lives. Cases like that made it likely that such a law would be passed.

The committee formed to promote the memorial to the late Lord Russell of Killowen met on Tuesday in Lord Morley's room in the House of Lords, Lord Alverstone presiding, and the American Ambassador, Lord Justice Mathew, and Mr. Carvill, M.P., being present. Lord Rosebery was unavoidably absent. The committee, having at their disposal a greater sum than is necessary for the memorial in the Royal Courts of Justice, decided to present a bust in marble to the Associated Bar of New York.

It is understood, says the *Times*, that the post of Official Referee of Private Bills, which has been held by Mr. Alfred Bonham Carter for nearly forty years, will not be refilled on that gentleman's retirement at the end of the present month. This will obviate the difficulty of giving effect to the recommendation of the Select Committee on Private Business that the deputy-chairman should be a salaried official which would probably have arisen from a proposal to increase the estimates, for the £1,000 per annum now received by Mr. Bonham Carter will, it is expected, be simply transferred to Mr. Jeffreys. Henceforward a clerk on the House of Commons establishment will be specially told off for the court of *locus standi*.

An inquest was, says the *St. James's Gazette*, held on the 20th inst., on the body of Mr. Percy Johnson Burt, partner in the firm of Messrs. Powell & Burt, solicitors, of St. Swithin's-lane, who was thrown from his horse in Hyde Park on Wednesday in last week, and died two hours later, without recovering consciousness, in St. George's Hospital. A verdict of "Accidental death" was returned. Mr. Burt left the Wellington Club, where he resided during the week, for his usual morning ride at eight o'clock. He had decided to try a young horse belonging to a friend, and in the Row it bolted. On coming out on the road at Hyde Park-corner the animal slipped, and Mr. Burt was thrown on his head and fractured the base of his skull.

The courageous lady who is to seek admission to the bar next month in London may, says the *St. James's Gazette*, take heart from the example of her legal sisters in the colonies and other lands. New Zealand has its lady lawyer—a young Jewess still in her twenties, the eldest of a working family of twelve. Miss Ethel Rebecca Benjamin was, if we mistake not, the first lady to practise law in a self-governing colony, and she is allowed to plead in the Supreme Court. Miss Benjamin has a legal sister in Canada, where Miss Clara Martin has won her laurels as a fully-qualified lawyer, and has been for years one of the partners in a Toronto firm. Miss Martin made her reputation in her first case, in which she argued a point of commercial law very cleverly, and she has devoted herself chiefly to law from the woman's point of view.

Judge Lacombe, before whom Mr. Whitaker Wright's counsel appeared, has, says the *St. James's Gazette*, lately celebrated his fifty-seventh birthday, and has been in law since he was in his teens. He is one of New York's oldest judges, having held office for nearly sixteen

years. He is among the first authorities on Constitutional law. He graduated at Columbia, which has since conferred upon him the degree of LL.D., and on leaving college he entered Columbia Law School, where he rose to distinction and took a much valued prize. His legal career began in New York, where he has remained all his life, and after some years of private practice he went into the New York Law Department until 1884, when he became counsel to the corporation. It was but another step to the bench, and after three years as counsel to the corporation, Mr. Lacombe attained the summit of his ambition at forty years of age.

Messrs. J. E. Evans Jackson & Co., writing to the *Times*, say: "We have received information of important changes in the United States patent law. The Senate on the 3rd inst. passed a Bill, No. 17,085, to give effect to the provisions of the International Convention, the Bill having previously passed the House of Representatives. The Bill was signed by the President on the 4th inst., and now has the force of law. The Bill provides for giving priority to applications filed under the International Convention and also provides, in respect to applications filed otherwise than under the Convention, that they shall not be refused by reason of the invention being previously patented abroad, unless the application for the foreign patent was filed more than twelve months before the application in this country. The fourth section of the Bill extends the right of filing caveats to foreigners, so that, as the law now stands, any person, whether a citizen of the United States or foreigner, may file a caveat. The second section of the Bill amends section 4,892 of Revised Statutes to the extent that oath may now be taken before any notary public, judge, or magistrate having official seal and authorized to administer oaths in the foreign country in which the applicant may be. This section of the Bill, however, requires that in case of oath taken before a foreign notary, judge, or magistrate, must be legalized. The third section of the Bill amends section 4,896 of Revised Statutes, so that a foreign appointed executor may apply for patent in this country, without being required to take out ancillary letters of administration in this country."

At the sitting of the House of Commons Standing Committee on Law, last week, on the operative clause (3), Mr. S. Roberts moved to substitute £500 for £100, a proposal which he said had the support of many chambers of commerce. Sir A. Rolit said that personally he was in favour of the extension. But in favour of the limit of £100 there was the precedent set by Parliament in fixing that sum in reference to cases that, entered in the High Court, could be transferred to the county court. To raise the limit to £500 would involve considerable alteration in the machinery of the courts and excite opposition that would endanger the further progress of the Bill, and he therefore hoped the amendment would not be pressed. Other members also advised its withdrawal. The Attorney-General admitted the existence of anomalies, but objected that the amendment would work a complete revolution in the legal system, and the present was not the occasion for undertaking such an heroic enterprise. His impression was that the change proposed in the Bill would have in some districts a far-reaching effect on the work of the county court judges and that in London the courts would be flooded with business. It was evident that the passing of the Bill in its present form would necessitate a rearrangement of circuits and an increase in the number of judges. This involved serious consideration in reference to the Bill in its present form, and, possibly, there would be a demand for increase of salaries. Mr. Coghill suggested that there might be a corresponding reduction of the judges of the High Court. The Attorney-General said this remark only showed how big were the questions the Bill raised, and he did not think that county courts could be dealt with they were considered as part of the whole legal system. Sir H. Fowler said that personally he would like to see an enactment providing that there should be no limit to the litigation that could be entered upon in county courts with right of removal to the superior court, but as a matter of Parliamentary tactics he advised that the £100 limit should be adhered to. Mr. S. Roberts, satisfied with the support he had received, withdrew his amendment, and the clause was agreed to. Mr. Jacoby moved an adjournment in order that the Attorney-General might consider and propose amendments to meet the difficulties he had referred to. The Attorney-General could not promise to prepare amendments; to do so would be for the Government to adopt the Bill. It was the duty of the members who brought in the Bill to present it in a workable shape. This Bill would require careful consideration, and he did not desire to refuse any assistance he could lend to the deliberations of the committee. The committee adjourned for a week.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Monday, March 23	Mr. Thood	Mr. Pemberton	Mr. W. Leach	Mr. Farmer
Tuesday 24	W. Leach	Thood	King	Farmer
Wednesday, April 1	Church	Pemberton	W. Leach	Farmer
Thursday 2	Gresswell	Thood	King	Farmer
Friday 3	King	Pemberton	W. Leach	Farmer
Saturday 4	Farmer	Thood	King	Farmer
Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFER EADY.
Monday, March 23	Mr. Carrington	Mr. Godfrey	Mr. Gresswell	Mr. Jackson
Tuesday 24	Beal	R. Leach	Church	Pemberton
Wednesday, April 1	Carrington	Godfrey	Gresswell	Beal
Thursday 2	Beal	R. Leach	Church	Pemberton
Friday 3	Carrington	Godfrey	Gresswell	Beal
Saturday 4	Beal	R. Leach	Church	Godfrey

The Property Mart.

Sales of the Ensuing Week.

March 30.—Messrs. H. E. FOSTER & CRANFIELD, at Putney, at 12:—Modern Furniture, Paintings, Engravings, &c. Solicitors, Messrs. Danby, Brooks, & Co., London. (See advertisements, this week, back page.)
 March 31.—Messrs. MONTAGU HOLMES & SONS, at the Mart, at 2, in Several Lots:—Freehold Ground-rents: £440 18s. per annum secured by Three Shops and 59 Private Houses, with valuable Reversions to Back-rents, moderately estimated at £2,300 a year. Solicitors, Messrs. Badham & Comins, Messrs. T. Richards & Co., and Messrs. Russell, Russell, Son, & Cumming, London. (See advertisement, March 14, p. 5.)
 April 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Freehold Premises at Bethnal Green; let at £350 per annum. Solicitor, Walter B. Styer, London.—Eight Dwellings at Kilburn, of the estimated value of £670 per annum, with long leases. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.—Leasehold Residence at Fimble, producing £55 per annum. Solicitors, Messrs. Huntington & Leat, London. (See advertisements, this week, back page.)
 April 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—
REVERSIONS:
 To Two One-sixths of a Trust Fund in Consols, &c., value £8,440; gentleman aged 67. Solicitors, Messrs. Clarke & Calkin, London.
 To Freehold Cottage at Walsall Wood, Staffs; lady aged 56. Solicitor, W. Vase, Esq., London.
 To One-ninth of a Trust Fund of £17,683 in Corporation Stocks, &c.; lady aged 73. Solicitors, Messrs. Hallett, Creery, Welldon, & Creery, Ashford.
 To One-sixth of Freeholds at Dover, value £7,000; lady aged 68. Solicitors, Messrs. Kisch, Wake, & Wild, London.
 To One-fourth of Trust Funds, value £4,817 in Consols and Railway Stocks; lady aged 68. Solicitors, Messrs. Burchell, London.
BOOK DEBTS of Messrs. A. Dix & Co., amounting to £6,500. Solicitors, Messrs. Rorke & Jackson, Nottingham.
POLICIES for £2,250, £1,200, and £700. Solicitors, Messrs. Burgess, Cosens, & Co., London.
SHARES in the General Life Assurance Company and Mogul Steamship Company. Solicitors, Messrs. Tarry, Sherlock, & King, and Messrs. Foss, Ledson, & Blount, London.
 See advertisements, this week, back page.

Result of Sale.

Messrs. DEENHAM, TAYSON, FARMER, & BRIDGEWATER sold, at the Mart, on Tuesday, 24th inst., City Freehold, being Nos. 98, 100, 102, and 104, Cannon-street, for £40,000; Leasehold Properties in Gower-street and Marylebone for £5,900; Leasehold Builder's Offices, &c., in Ridgmount-street, for £1,200.

Winding-up Notices.

London Gazette.—FRIDAY, March 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF GLOUCESTER TRAMWAY CO., LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Samuel White, Clerk at house, Clare st, Bristol. Stanley & Co, Bristol, solers for liquidator.
GREAT LAXBY MINING CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 25th, to send their names and addresses, and particulars of their debts and claims, to Thomas Miller, Bank chambers, Douglas, Isle of Man. Greenip & Co, George st, Mansion house, solers for liquidator.
HOWITT & BEARDALL, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Frank Leman, 1, St Peter's Church walk, Nottingham.
LONDON AND SOUTH COUNTRIES PRESS, LIMITED—Petn for winding up, presented March 16, directed to be heard March 31. Court, 69, Aldersgate st, soler for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 30.
MADAME DEAN, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 31, to send their names and addresses, and the particulars of their debts or claims, to George Henry Carter, 1, Queen st, Cheapside. Chapman, Clifford's Inn, soler.
MICA MANUFACTURING CO., LIMITED—Petn for winding up, presented March 18, directed to be heard March 31. Osmond, 54, Chancery lane. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 30.
PROTESTANT LITERATURE CO., LIMITED—Petn for winding up, presented March 17, directed to be heard March 31. Flux & Co, 144, Leadenhall st, for Slater & Co, Darlington, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 30.
T. & B. NICHOLLS, LIMITED—Petn for winding up, directed to be heard March 17, was adjourned to March 31. Glover, 60, Castle st, Liverpool, soler for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 30.
WARRINGTON AND DISTRICT ELECTRIC LIGHT AND POWER CO., LIMITED—Petn for winding up, presented March 16, directed to be heard at Warrington, April 2. Booth, 40, South King st, Manchester, soler for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 1.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

COMMERCIAL DEVELOPMENT CORPORATION, LIMITED—Petn for voluntary winding up and for the appointment of an additional liquidator, presented March 18, directed to be heard at the Assize Courts, Manchester, on March 30. Simpson & Co, 1, Water st, Liverpool, solers for petners. Notice of appearing must reach the above-named not later than two o'clock in the afternoon of March 28.

London Gazette.—TUESDAY, March 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITANNIA STEAM FISHING CO., LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred John Downes, Bank chambers, Kingston upon Hull. Jackson & Co, Hull, solers for liquidator.
L. MORRIS & SONS, LIMITED, Hay (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to C. A. Carter, 70, Elgin st, Hereford. Matthews, soler for liquidator.
SAMUEL BAKER, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to H. J. Thornton, 1107, Edmund st, Birmingham.
SOUTH SHIELDS LAYOATE CLUB CO., LIMITED—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to John Grimes, Edinburgh bridge, South Shields. Tindie, South Shields, soler for liquidator.
W. & T. BAKER & CO., LIMITED—Creditors are required, on or before April 7, to send their names and addresses, and particulars of their debts or claims, to Mr. George White, 14, Old Jewry church.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

METALLIC DRAWING ROLL CO., LIMITED—Petition for winding up, presented March 19, directed to be heard at St. George's Hall, Liverpool, April 6, at 10.30. Innes, 10, Norfolk st., Manchester, solicitor for petitioner. Notice of appearing must reach the above-named not later than 9 o'clock in the afternoon of April 4.

Creditors' Notices.
Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 10.

PROFE, The Hon. LINCOLN EDWIN, Stirling st, Knightsbridge April 15 Still v Stanhope, Buckley, J Fladgate & Co, Craig's st, Charing Cross

London Gazette.—TUESDAY, March 17.

ROSE, THOMAS PALMER, Purton, Wilts May 1 Looker v Ockwell, Joyce, J Rose, High st, Swindon, Wilts
CHANTREY, SARAH, 11, The Terrace, Kennington park April 22 Stratton v Taylor, Farwell and Swinfin Eady, JJ Smyth, Aldersgate st
LSTOS, THOMAS JAMES, 12a, Southville, Wandsworth rd, Joinery Manufacturer April 21 Nutman & Son v Clinton, Kekewich and Joyce, JJ Nicholls, Lincoln inn fields
WARE, HARRY, Wareleigh, nr Gwelo, Rhodesia, Africa April 23 Ware v Chantry, Swinfin Eady, J Beyfus, Lincoln inn fields

London Gazette.—FRIDAY, March 20.

GEORGE, GILL, Warwick In, London April 25 Slater v The Trustees, Executors, and Securities Insurance Corporation Limited, Kekewich and Joyce, JJ May, Austin Friars

London Gazette.—TUESDAY, March 24.

AWCUS, HENRY, Newcastle upon Tyne, Merchant April 21 Gibson v Fawcus, Byrne and Buckley, JJ Fawcus, Essex st, Strand
ILE, GEORGE, Hay Fields, nr Doncaster, Farmer April 15 Sanderson v Iale, Farwell, J Atkinson, Priory pl, Doncaster

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 3.

BARRETT, MICHAEL, Teignmouth rd, Bridesbury March 31 Emanuel & Simmonds, Finsbury circus
CALCOTT, ANNA JANE BURKELEY, Cheltenham April 15 Winterbotham & Co, Cheltenham
CHART, JAMES, Kingston upon Hull, Stationer May 15 Middlemiss & Pearce, Hull
CHISHOLM, EMMA, Merton rd, Kensington April 7 Bird, Kensington High st
COTE, JOHN, Bradford April 6 Watson & Co, Bradford
DICE, ARTHUR HILL, Datchet April 4 Lovegrove & Durant, Windsor
FRASLEY, JANE ELIZABETH, Lightcliffe, Yorks March 21 Clarkson & Backley, Halifax
FRYE, THOMAS COWTON, Edinburgh May 15 Middlemiss & Pearce, Hull
GATNER, THOMAS, Old Hill, Staffs March 24 Cooksey, Old Hill, Staffs
HALLACREE, GEORGE, Lyndhurst, Southampton, Coach Builder April 13 Paris & Co, Southampton
HARRISON, MARY, Pendleton, Lancs April 15 Eaton, Manchester
HARTY, Lieut Col GEORGE SHEPPARD, Sandhurst, Berks April 13 Church & Co, Bedford row
HAYGARTH, REV HENRY WILLIAM, Wimbledon April 15 Tylee & Co, Essex st, Strand
HEATH, ROBERT, St George's pl, Hyde Park Corner, Hat Manufacturer April 10 Fraser & Christian, Finsbury circs
HUTCHINS, FREDERICK, Williamstone, nr Slaggyford, Northumberland April 10 Dees & Thompson, Newcastle upon Tyne
ROBINSON, SAMUEL WASSIE, Liverpool, Colliery Proprietor March 31 Walker, Liverpool
ROSEWELL, FRANCIS TYCHO VINCENT, Kingston on Thames, Musician March 28 Southgate & Rawson, Ironmonger In, Chapside
JUSTINGHAM, ANNIE, Burton st, Berkeley sq April 10 Dees & Thompson, Newcastle upon Tyne
JOHN, JOHN, Glanudar, Llanbyther, Carmarthen, Innkeeper April 3 Lloyd & Son, Lampeter
KAY, JOHN CULIFFE, Canterbury April 11 Mead & Co, King's Bench walk, Temple
LOUSMAN, LAURA, Southampton April 24 Gillson, Lyndhurst
MAE, SUSAN ELIZA, Peckham April 8 Sydney, Renfrow rd, Lambeth
RAMON, GEORGE SCOTT, Finsbury pk April 7 Smith & Co, Lincoln's inn fields
REARD, ISABELLA KEIKAMMA, Ilfrcombe March 31 Graham & Graham, Towey, Cornwall
ROBERT, ARTHUR, Kegworth, Leicester, Painter March 31 Rothern & Sons, Nottingham
ROPER, FRANCIS JOHN, Hatrogate April 6 Dees & Thompson, Newcastle upon Tyne
SHEAR, CAROLINE HAYES, Plymouth April 6 Woakes, Plymouth
OSNEY, AN, St Leonards on Sea March 31 Nave, St Leonards on Sea
BROOK, GEORGE WIGHTWICK, Baywater, Civil Engineer April 10 Dees & Thompson, Newcastle upon Tyne
BUTLER, HAMILTON OWEN, Newcastle upon Tyne, Engineer April 10 Dees & Thompson, Newcastle upon Tyne
BURY, JOHN THOMAS, Gosforth, Northumberland April 30 Dees & Thompson, Newcastle upon Tyne
BOWWOOD, HENRY, Gaywood, Norfolk, Innkeeper March 10 Ward, King's Lynn

ROGERS, WILLIAM, Trainers, Chester, Licensed Victualler April 1 Thompson & Co, Birkenhead
SCOTT, HARRY, Chesham, Bucks April 11 Francis & How, Chesham, Bucks
SHERRATT, EDWARD, Chorlton upon Medlock, Wheelwright April 14 Marriott & Co, Manchester
SMITH, FREDERICK HENRY, Bath April 30 Pridham, Plymouth
SMITH, LOUISA FRANCES, Balcombe st, Dorset sq April 6 Baxter & Co, Victoria st, Westminster
STEPHENSON, SUSANNA, Lympeham, Somerset April 4 Smith & Sons, Weston super Mare
SUGRUE, MARGARET, Westbourne pk April 15 Kynaston, Queen st, Chapside
TATTERSALL, REV WILLIAM, Bishopsbourne, nr Canterbury April 24 Allen & Son, Carlisle st, Soho sq
TEALE, JOHN EDWIN, Shadwell, Yorks March 21 Milner, Leeds
VAUGHAN, THOMAS, Cefn Coed, Brecon March 21 Lewis & Jones, Merthyr Tydfil
VAUGHAN, WALTER, Kirby Muxloe, Leicester March 20 Whiteman, Nuneaton
VON PAGENKOPFF, ALEXANDER CONSTANTINOVICH, Victoria st, Westminster April 10 Goldberg & Co, West st, Finsbury circus
WARD, GEORGINA KATHERINE PETRONILLA, East Molesey March 17 H & C Collins, Reading
WARD, JANE HAMILTON JULIA, East Molesey March 17 H & C Collins, Reading
WATTS, EDWARD, Dunball, Somerset, Farmer April 1 Stirling & Ker, Bridgwater
WEIGHTMAN, WILLIAM ARCHBOLD, Seaton, nr Sunderland, Farmer April 14 Storey, Sunderland
WEATHERHEAD, EDWARD, Hyde Park st, Hyde Park March 26 Dawes & Sons, Angel ct, Throgmorton st
WILLIAMS, MICHAEL HENRY, Pencalenick, nr Truro April 7 Tyacke, Helston, Cornwall
WILSON, JOHN, St Helen's, Fruiterer March 18 Bartow & Cook, St Helen's
WOOD, ROBERT, Norwich April 6 Emerson, Norwich
WORTHINGTON, JOHN, Tideswell, Derby April 7 Taylor, Buxton

London Gazette.—FRIDAY, March 6.

ARMITAGE, RACHEL, Teddington April 10 Young, Sherborne In, King William st
ASTON, GEORGE EDWARD, Christiana, Norway April 21 Hicks & Co, Old Jewry chambers
BEARE, EDWIN, Barnsbury, Commercial Traveller April 13 Giddins, St John's pk, Blackheath
BERRINGTON, FRANCIS, Bloomsbury April 15 Atkinson & Drower, Finsbury sq
BISCHOFF, LOUISA, Canterbury March 25 Mercer, Canterbury
BLOOR, MARY, Macclesfield April 18 Pattinson & Smale, Macclesfield
BOOTH, CHARLES, Morcombe April 30 Grisdall, Huddersfield
BOWDEN, REV GEORGE, Banwell, Somerset April 28 Hunt & Co, Bristol
BURNS, JOHN HENRY, Canonbury, Ship's Captain April 7 Wells & Sons, Paternoster row
CARR, WILLIAM THOMAS, Huddersfield, Gunsmith April 6 Ramsden & Co, Huddersfield
CHRISTY, EDMUND, Painswick, Glos April 15 Murray & Co, Birchin In
CLARK, GERALD CHEVELEY, Ealing April 6 Edgar & Co, Old Broad st
COTTELL, WILLIAM RYDER, Bolton, Machinist April 7 Houghton & Co, Preston
CUNLIFFE, ROBERT, Chancery In, Solicitor June 24 Cunliffe & Davenport, Chancery In
DAY, THOMAS SMITH, Ludlow, Salop, Corn Merchant April 11 Weyman & Weyman, Ludlow, Salop
FURSE, WILLIAM, Brighton April 25 Evershed & Co, Brighton
GLOVER, CHARLES, Kilburn April 9 Franc & Son, Essex st, Strand
GLOVER, WALTER, Moseley, Worcester, Fruit Salesman April 30 Lane & Co, Birmingham
GORNALL, JOSEPH, Great Eccleston, nr Garstang, Lancs April 6 Clarke & Son, Preston
HALES, MARY ANN, Cambridge gdns, North Kensington April 15 Collyer-Bristow & Co, Bedford row
HALLIDAY, JOHN, Hebburn Colliery, Durham, Grocer March 31 Newlands & Newlands, Jartow
HILLARY, JOHN THOMPSON, Stockton on Tees, Coachbuilder April 30 Farmer, Stockton on Tees
HOLMES, MATILDA, King's Lynn April 18 Archer & Archer, King's Lynn, Norfolk
HONOUR, PAULINA, Maddox st, Regent st April 15 Innes, King's Bench walk
HOUSLOW, JOHN WELLS, Reading March 30 Martin & Martin, Reading
HUNTER, JOHN, Plumstead April 10 Darnell & Price, Northampton
HUTCHINS, REV HENRY, Teignmouth, Devon April 4 Jordan & Son, Teignmouth
IRONSIDE, ELIZABETH ANN COSLEY, Blenheim cns, Notting Hill March 31 Broughton & Co, Great Marlborough st
JEFFERSON, ROBERT, Rotherbyke, Cumberland May 1 Brockbank & Co, Whitehaven
JENKINS, LEWIS, Cramlin, Mynyddiwlwyn, Mon, Farmer April 3 Edwards, Newport, Mon
JOHNSON, HORACE EDWARD, Ovington sq, South Kensington April 2 Welman & Sons, Southampton st, Bloomsbury sq
KILDEE, JANE ANN, Marygate, York April 6 Spink & Brown, York
LEADLEY, CHARLES, Lee, Kent, Manufacturer's Agent April 7 Wells & Sons, Paternoster row
LOVE, ROBERT, Chard, Somerset, House Furnisher March 21 Clarke & Lukin
LYONS, JULIANA, Upper Gloucester pl April 6 Baileys & Co, Berners st
MARWOOD, MARGARET PUTHIAN, West Kirby, Chester April 6 Shakespeare & Co, Liverpool
MATHER, ROBERT, Worthing April 6 Pearce & Rouse, Liverpool st
MONROE, SARAH, Faversham, Kent May 1 Johnson, Faversham
MOORE, GEORGE, St James' sq April 3 Powell, Market Weighton, East Yorks
OWEN, REV JOHN STANLEY, Little Eaton, Derby May 4 Sale & Son, Derby
POOLE, Enoch, Barton, nr Northwich, Waterman March 25 Deakin, Northwich
PRASHNER, CALMER DAVID, Central st, St Luke's, Glass Cutter Lane, Gresham st
PRESTON, ROBERT, Lazonby, Cumberland, Farmer May 2 Baldwin & Co, Cribber
PURIER, CATHERINE, Devizes, Wilts April 30 Jackson & Jackson, Devizes
RAWTHORNE, WILLIAM, Liverpool, Licensed Victualler April 18 Bremner & Co, Liverpool
REYNER, CATHERINE, Alexandra Park, nr Manchester May 3 Whittington & Co, Manchester
RICE, GEORGE, Sandown, I of W April 6 Burdell & Co, Victoria st, Westminster

ROSS, BARBARA MATTHEW, College ter, Belsize pk May 9 Taylor & Co, Bedford row
 SEWELL, Rev JAMES EDWARDS, DD, Oxford April 6 Tyloe & Co, Essex st, Strand
 SHAKESPEAR, WYNDHAM ARTHUR BUCKNALL, Aldershot April 12 Biscoe-Smith & Blagg, Portsmouth
 SHORTELL, ELIZABETH, Bures St Mary, Suffolk April 25 Walker & Pettitt, Coleman st Smith, Ave, St Leonard's on Sea April 11 Meadows & Co, Hastings
 STONE, HENRY, Cammarthen, Poulter June 6 Lewis & James, Narberth
 SWIFT, CHARLES AUSTIN, Waterloo, Lancs, Book keeper April 7 Quinn & Sons, Liverpool
 STRONS, ANNE FENELPHE, Weymouth May 1 Andrews & Co, Weymouth
 TAYLOR, ROBERT PARKER, Streatham Hill March 27 Timbrell & Deighton, King William st
 TERRY, St GEORGE AUGUSTUS, Burnham, Bucks, Brewer April 10 Charley & Son, Beaconsfield, Bucks
 TERRY, ANNE, Burnham April 10 Charley & Son, Beaconsfield, Bucks
 TRIST, HARRIET, Hove, Sussex April 6 Howlett & Clarke, Brighton
 WARREN, ELIZABETH, Peckham April 3 James & James, Ely pl, Holborn circus
 WEATHERS, EDWARD, Cattistock, Dorset, Publisher April 4 Peachey & Son, Salisbury sq
 WILLIS, JOHN JAMES, Southport April 7 Buck & Co, Southport
 WRIGHT, SIDNEY, Whitechurch, Salop April 5 Gadsden & Treherne, Bedford row

London Gazette.—TUESDAY, March 10.

ABECASIS, LAVINIA, Maids Vale April 20 Crump & Son, Leadenhall st
 BARBOWMAN, JAMES, Chorlton on Medlock, Manchester, Travelling Draper April 17 Richardson, Manchester
 BOURCHIER, CHARLES JOHN, Gloucester pl, Portman sq April 5 Dymond & Son, Welbeck st
 CHRISTY, HARRIET CAROLINE, Chilton, Sudbury, Suffolk April 21 Harris, Tunbridge
 COLE, PETER, Devonport April 6 Dawty, Plymouth
 CUNNINGHAM, EMMA, Merton rd, Kensington April 7 Bird, Kensington High st
 DICKIE, FREDERICK RANDALL, Kilburn April 11 Oldfield & Co, Walbrook
 DOWDSELL, JOHN, Ampthill, Beds, Farmer April 10 Tangueray, Ampthill, Beds
 FOSTER, JAMES, Southampton st, Camberwell, Builder April 11 Ody & Co, Denmark hill, Camberwell
 FOULIS, WILLIAM, Barrow in Furness March 24 Hart & Co, Barrow in Furness
 FULLICKS, ARTHUR THOMAS, Chiswick, Architect April 1 Buckwell & Berkeley, Brighton
 GARLING, MARIANNE, Folkestone March 25 Jones & Son, Colchester
 GRAHAM, DOROTHY, Appleby April 1 Hewitson, Appleby
 GREEK, JAMES, Westleigh, Lancs April 10 Gilroy & Speakman, Lancs
 GREENHAW, WILLIAM, Adenshaw, Lancs, Commercial Traveller April 12 Wilson, Ashton under Lyne
 HARRIS, WILLIAM EVANS, Upton St Leonard's, Glos April 25 Clutterbuck, Gloucester
 HOLLAND, PATRICK, Kingston on Hull, Stevedore March 23 Worthington, Hull
 KITCHING, ERNEST WILLIAM, Harborne, Baker April 18 Bennett & Grazebrook, Birmingham
 KITCHING, WILLIAM, Middleton St George, Durham April 16 Stewart, Darlington
 LOTT, JOHN, Wenham Magna, Suffolk, Farmer April 10 Lott, Dorchester
 LOCKHART, MARY, East Stonehouse, Devon March 16 Shelly & Johns, Plymouth
 MANFIELD, ALFRED JOHN, Ealing, Builder May 1 Byrne, Surrey st
 MASON, JOHN, Wesley Waterless, Cambridge, Farmer April 18 Francis & Co, Cambridge
 MASTERMAN, His Hon Judge WILLIAM Nottingham April 11 Hughes & Masterman, New Broad st
 MELLIS, JOHANN CARL GUSTAV, West Wickham, nr Beckenham April 15 Galsworthy, Old Jewry chimneys
 MORGAN, MARY ANNE, Mile End April 15 Carr & Co, Road in, Fenchurch st
 POGGERS, ELIZABETH, Southport April 17 Tucker & Co, Manchester
 RYMER, THOMAS, Calder Abbey, Cumberland April 6 Wood & Co, Manchester
 SNEYDY, Major-General ALEXANDER YOUNG, Haymarket April 15 Shortt
 SOMERS, JOHN, Glastonbury April 1 Nixon, Glastonbury, Somerset
 TOLLENS, HENRY, Leicester April 7 Stevenson & Son, Leicester
 WALLACE, MARIA, Postypool, Mon April 25 Davies, Ross
 WHISTLER, ALFRED WILLIAM HENRY, Tooting, Meat Salesman April 11 Bayner, Chancery ln

London Gazette.—FRIDAY, March 13.

BAILEY, FRANCES, Victoria st, Westminster April 12 Dyson & Co, St Winchester st
 BARKER, Rev THOMAS DODSWORTH, West Colville, Cambridge, Clerk April 7 D'Albani & Ellis, Newmarket
 BARRETT, ASRAHAN, Farningham Pigot, Norfolk, Market Gardener April 11 Sadd & Bacon, Norwich
 BATHCHELOR, Rev HENRY, Weston super Mare April 25 Smith & Sons, Weston super Mare
 BOSCHY, GEORGE HENRY, Hove Bay April 12 Howard & Shelton, Moorgate
 BOWEN, JAMES, Woodwich April 14 Habershon & Co, Woodwich
 CHATFIELD, WILLIAM, Uttoxeter, Staffs April 14 Wilkins, Uttoxeter
 COOPER, WILLIAM EDWARD, Cambridge, nr Plymouth April 24 Dobell, Plymouth
 CUNNINGTON, THOMAS, Beccles April 23 Wright & Co, Lincoln's inn fields
 DUBREUX, LOUIS JEAN MARIE, Lyons, France April 15 Martin & Co, King st, Chesapeake
 EYRE, JOHN, Church Tyng, Warwick, Greenhouse April 16 Fairfax, Banbury
 EVE, JOHN FREDERICK, Louth, Lincs, Draper June 14 Allison & Allison, Louth
 GARRATT, FREDERICK, Weymouth April 16 Andrews & Co, Weymouth
 GRAYSON, GEORGE, Looe, Devon, Warwick, Spectacle Maker April 14 Glaister & Co, Birmingham
 GRISTON, LETITIA, Sunderland, Fawcett April 12 J & W J Robinson, Sunderland
 HAYTON, ALBERT EDWARD, Hammersmith rd April 30 Burgoyne & Greenleaf, Oxford st
 FLETCHER, FREDERICK HENRY WILLIAM, Putney April 27 Dabry & Co, Cornhill
 FOSTER, WILLIAM, Litchfield, Putnam May 1 Russell & Son, Litchfield
 FRY, FREDERICK GEORGE, Stroud, Licensed Victualler April 11 Robinson, Stroud
 HARRIS, MONTAGUE, Reigate April 23 Wells & Stollard, Old Jewry
 HAYWARD, WILLIAM CHARLES, Delford, Worcester, Market Gardener April 30 Wapfall, Farnham

KIRKE, FRANCIS HENRY VICTOR, Boxley Heath, Kent, Mercantile Clerk April 15 Tiltman, Gracochurch st
 LAMBERT, JESSE, Croughton, Northampton, Shopkeeper April 16 Fairfax, Banbury
 LAND, LUCY MARY, Surbiton Hill April 18 Martin & Co, King st, Guildhall
 LENEY, WILLIAM, Leytonstone April 11 Walker & Battiscombe, Basinghall st
 LITCHFIELD, RICHARD BUCKLEY, Kensington sq April 16 Milles & Co, Whitehall st, Westminster
 MCCARTEN, ARTHUR, Ambleside, Westmorland, Driver April 18 Gatey, Ambleside
 MAGNUS, HERMANN MARTIN, Fallowfield, Manchester April 28 Marriott & Co, Manchester
 MINCHIN, JAMES INNES, Parkstone, Dorset April 27 Minchin & Co, Laurence Pountney
 MONDAY, LUCY ANN, Croydon April 14 Habershon & Co, Essex st, Strand
 MURDOCH, JOHN GLOAG, Farringdon rd, Merchant April 18 Gimsotte & Fowler, Adelphi
 MURRAY, Rev Canon FRANCIS HENRY, Chislehurst April 30 Nussey & Fellows, Gr Winchester st
 O'CALLAGHAN, ROBERT THOMAS ALEXANDER, Marylebone April 20 Russell & Co, Norfolk st, Strand
 PATCH, Rev HUBERT MORNINGTON, Charterhouse April 30 W & H J Sheldrake, Staple in
 PAYNE, EDWIN, Marchwood, Hants April 17 Sharp & Co, Southampton
 POWNING, JOSEPHINE LOUISE, Exeter April 20 Dymond, Exeter
 RODWELL, EDGAR KEDINGTON, KC, JP, Eastbourne April 23 Robinson & Co, Colman st
 SAYELL, EDWARD, West Green, Tottenham April 12 Windsor & Co, Tottenham
 SHUTTLEWORTH, JOSEPH, West Bowling, Bradford April 11 Ratcliffe & Durrance, Bedford
 SIMPSON, HENRY, Bournemouth April 25 Rodgers & Co, Sheffield
 STACEY, FREDERICK, Sheffield, Bank Manager April 18 Smith & Co, Sheffield
 SUCH, JOSEPH, Davenham, Chester, Farmer March 30 Deakin, Northwich
 TAYLOR, WASHINGTON, Eaton Bishop, Hereford April 21 Humphrys, Hereford
 TEARLE, LEVI, Banbury, Oxford, Confectioner April 16 Fairfax, Banbury
 TURNER, CHARLES JAMES, Cheltenham, Carter April 21 Billings, Cheltenham
 VACHER, GEORGE, Surbiton April 22 A'Barrow, Lincoln's inn fields
 WESTHOLAND, LAURA, Southport April 23 Banks & Co, Liverpool
 WHITTINGTON, HENRY, Ryde, I of W, Coffee Tavern Keeper April 25 Ratcliffe, Ryde
 WILLIAMS, CAROLINE HARRIET TUCKER, Treviskey, Gwennap, Cornwall April 20 Paige & Grylls, Bedruth, Cornwall
 WILSON, WILLIAM HENRY, Kingston on Thames, Licensed Victualler April 30 Nash & Co, Queen st
 WILSON, FRANCES, Scarborough April 23 Turnbull & Son, Scarborough
 WILSON, JESSE, Methley, Yorks, Platelayer April 21 Wiggin, Leeds
 WOODS, CHARLES, Redenhall with Harleston, Norfolk, Chemist April 2 Hazard & Pratt, Harleston, Norfolk

London Gazette.—TUESDAY, March 17.

APPLEBY, ARTHUR, Enfield, Clayton le Moors, Lancs, JP May 12 Leigh, Manchester
 ASHWORTH, ELIZABETH, Milnrow, Lancs April 30 Jackson & Co, Rochdale
 BATTISHELL, SAMUEL, Egg Buckland, Devon, Contractor March 30 Shelly & Johns, Plymouth
 BEST, JOHN, Dudley, Worcester, Licensed Victualler March 31 Hooper & Fairbairn, Dudley
 BONNER, ELIZABETH GINGER, Hastings April 22 Ray, Hastings
 BOWERS, HENRY BUTLER, March, Isle of Ely, Cambridge, Carpenter March 31 Wise, March
 BROWN, JANE, Rawtenstall, Lancs April 18 Woodcock & Sons, Haslingden, Lancs
 BURTON, MARIA, Mayfair April 18 Hilder, Jermyn st, St James's
 CHAMBERLAIN, ELIZABETH, Canton, Cardiff April 31 Thomas & Francis, Cardiff
 CHEFFINS, CHARLES RICHARD, JP, Gillingham, Kent April 12 Welchman & Sons, Southampton st, Bloomsbury sq
 CLARK, WILLIAM, Wood Green April 18 Collins & Cook, Edgware rd
 COMBS, LOUISE, Birtwash, Sussex April 27 Aitkens & Andrews, Birtwash
 COOPER, ELIZA, Southport April 30 Jackson & Co, Rochdale
 COPELEY, JOHN, Chapelton, Ecclesfield, Yorks, Grocer April 16 Smith & Co, Sheffield
 CROZIER, BERNARD RAWSON, Sinclair rd, Kensington April 13 Dimond & Son, Welbeck st
 FLETCHER, WILLIAM, Salford, Engineer April 30 Makinson & Co, Manchester
 FUNNELL, ALFRED, Lewes May 25 Vinnall, Lewes
 HOWIE, GEORGE, Wandsworth May 1 Jones, Wandsworth
 HEBBLETHWAITE, MARY FRANCES, Scarborough April 20 Thompson & Co, Hull
 JONES, DANIEL WILLIAM, Rotherham, Yorks June 1 Vaughan, Bulth, Brecon
 JONES, THOMAS ROBERT, East Grinstead May 1 May & Co, Laurence Pountney hill
 KIMBERLY, WALTER BRIDGEMAN, Billingshurst, Sussex, Merchant April 30 Roche & Co, Church st, Old Jewry
 LEVERTON, ELLEN, Brixton April 25 Collyer & Co, Bedford row
 MOORE, SARAH, Wine Office st, Fleet st, Licensed Victualler April 30 Barlow & Barlow, Fenchurch st
 MOULDER, THOMAS, Southport April 25 Buck & Co, Southport
 NEWELL, FREDERICK HERBERT LUSHINGTON, Colchester April 30 Goody & Sons, Colchester
 NIX, WILLIAM, Rampton, Notts May 1 Marshalls, East Retford
 PORTWAY, SARAH, Bishop's Stortford, Herts April 30 Lewis, Adelaide pl, London Bridge
 REAY, EDWARD ROBERT, Bombay June 30 Bloxam & Co, Lincoln's inn fields
 SMITH, ANN HANNAH, Huddersfield April 30 Brook & Co, Huddersfield
 SMITH, ELIZABETH SPENCER, East Dulwich April 30 Walker & Rowe, Bucklersbury
 SMITH, GEORGE SANDOLINE, Leytonstone, Cashier April 7 Robinson, Birmingham
 SMITH, THOMAS, sen, Long Eaton, Derby, Lace Manufacturer April 3 Whitworth, Nottingham
 SPERCKE, ARTHUR WALTER, Rodcliffe gdns, South Kensington April 30 Turner & Co, Carey st, Lincoln's inn
 STUNDWICK, CHARLES, Upper Marylebone st April 30 Pike & Co, Old Burlington st
 THORPE, MARGARET, Westbourne Park April 15 Kynaston, Queen st, Chesapeake
 TAYLOR, ARTHUR, Upton in, Essex, Warehouseman April 23 Carr & Co, Road in, Fenchurch st
 VERN, JOHN, Old Broad st, Notary Public April 18 Pothecary & Co, Basinghall st
 VOADER, THOMAS, Torpoint, Cornwall April 1 Pance, Devonport

WARD, BETH, Haygate May 1 Chadwick & Sons, Dewsbury
WATKINS, PHILLIP, Hodgeston, Pembroke, Farmer April 30 Lock & Muncaster, Tenby
WELLS, WILLIAM, Guildford, JP April 25 Capron & Sparkes, Guildford
WINDFIELD, WILLIAM ROBERT, Epsom, Jockey April 25 Wilson, Epsom
WOOD, CHARLES, Greenwich April 9 Howard & Shelton, Greenwich
WRIGHT, THOMAS, Rochdale, Reed Maker April 30 Jackson & Co, Rochdale
YOCALL, WILLIAM, Burton on Trent April 28 Taylor & Wheatcroft, Burton on Trent

London Gazette.—FRIDAY, March 20.

ADRI, MURIEL, Folkestone May 1 Field & Co, Lincoln's inn fields
BARBER, EDGAR HUTTON, Ebberly, nr Stroud, Hattens Manufacturer May 1 Little & Whittingham, Stroud

BARNHAM, JOHN, Homerton, Lamp Manufacturer April 17 Smith, Hoxton
BARTHOLOMEW, ANN, Norwood April 17 Snow & Co, Gt St Thomas Apostle
BENHAM, HARRY, Knutsford, Chester, Grocer April 30 Quiggin & Brothers, Liverpool
BISHOP, WILLIAM, Elham, Kent, MRCS, L.E.C.P. May 2 Hall, Folkestone
CHANCE, GEORGE, Leinster gdns, Paddington, Barrister April 30 Williams & James, Norfolk st

CHANDLER, JOHN, Swindon April 20 Withy, Swindon
CHAPMAN, JOHN, Bodmin May 4 Shaw, Old Serjeants' inn, Chancery ln
CORMAN, MARTHA, Scarborough April 24 Whitfield, Scarborough
DART, EMILY, Westbourne May 6 Houseman & Co, Princes st, Storey's gate
FARLEY, ROY JOSEPH, Husbands Bosworth, Leicester April 21 Wright & Sons, Leicester

FITCH, CATHERINE, Eastbourne April 20 Hores & Co, Lincoln's inn fields
FLUX, THOMAS HENRY, Earl's Court, Bank Manager April 24 Miller & Co, Savile row
FOURDEAN, MARY, Royston, Cambridge April 20 Thornely & Cameron, Liverpool
GODDARD, ELIZABETH, Southport April 23 Gamon & Co, Chester
GOLMAN, HENRY, Upper Norwood April 12 Withalls & Belton, Bedford row

GRANT, WILLIAM BROOKE, Hayesfield Park, Bath May 2 Chesterman, Bath
HIDE, GEORGE HARRY, Southampton April 24 Page & Gulliford, Southampton
HOLWORTHY SOPHIA MAGDELENA, Bexhill on Sea April 10 Thorogood & Co, Cophall ct
HURPERY-MOORE, MONTAGUE GEORGE ALFRED, Ealing, Civil Engineer April 20 Turrell, Austin friars

JAMES, RICHARD, Cotgrave, Notts, Victualler April 25 Burke & Jackson, Nottingham
KENT, ROBERT GEORGE, Isleworth May 1 Senior & Furbank, Richmond
LEWISWOOD, WILLIAM LEWIS, and MARY LITTLEWOOD, Sheffield, Coal Merchants May 23 Rodgers & Co, Sheffield

MORRIS, SARAH AGNES, Exeter April 28 Tennant & Co, Dewsbury
PARKER, REV THOMAS LAIDMAN, Pontefract May 1 Scatterd & Co, Leeds
PICKER, JOSEPH, Plymouth, Licensed Victualler May 1 Spooner & Godfrey, Plymouth
PATTERSON, SAMUEL, Ruckington, Lincs May 1 Peake & Co, Seaford
PEARSON, LUDIA, and MARY ANN PEARSON, Matlock Bath, Derby April 15 Potter, Matlock Bridge

PEELER, ENOCH, Kiburn April 20 Seattle & Morrison, Victoria st, Westminster
PERKINS, WILLIAM, Hartlepool April 30 Sheffield & Co, St Swithin's ln
POLLARD, JOSEPH HENRY, Ramsgate April 28 O A & K Daniel, Ramsgate
PRIDAY, ELLEN ELIZABETH, Ebberly, Glos May 1 Little & Whittingham, Stroud
PRIDAY, EMMA MARY, Ebberly, Glos May 1 Little & Whittingham, Stroud

RANDOLPH, ELIZABETH, Leicester April 20 McAlpin, Leicester
RABY, FRANK PEACE, Halifax, Licensed Victualler May 1 Jubb & Co, Halifax
ROOPER, JAMES OLDFIELD, Widnes May 1 F J & C Poole, Widnes
RICHARDS, SUSAN, Broughton Gifford, Wilts April 21 Wansbrough & Co, Bristol

ROWE, THOMAS, Chacoater, Cornwall, Builder March 31 Bonnetta, Truro
RUSHTON, EDWIN, Rushmore, Manchester, Shipping Merchant April 25 Hill, Manchester
SCOTT, REV WILLIAM, Slebech, Pembroke April 21 Evans & Williams, Haverfordwest
SEALY, FRANCES, Painswick, Glos May 1 Little & Whittingham, Stroud

SHARP, THOMAS BOWDLER, Malvern Link, Worcester April 22 Harrison & Powell, Raymond bldgs, Gray's inn
SHARPLES, FRANCES, Leicester April 21 Stretton & Aynon, Leicester
SHEPHERD, ZACCHERUS, Redditch, Manufacturer April 30 Tunbridge, Redditch

SITE, WILLIAM HERBERT, Bath, LSA April 11 Nicholson, Chester
STAPLETON, MARY ANN, Lorton, Lancs April 25 Wright, Leigh
STEPHENSON, HANNAH, Heysham, Lancs March 27 Thompson & Co, Lancaster
STURMAN, JAMES, New Romney, Kent, Miller April 30 Rannon, New Romney
TURNER, JOHN EDWARD, Sheffield April 25 Parker & Brailsford, Sheffield
TURNER, SOLOMON, Newcastle upon Tyne, Agent May 9 Grunhut, Newcastle upon Tyne

WARREN, HARRIET, St Agnes, Cornwall April 25 Thomas, Camborne
WATERMAN, ISRAEL FREDERICK, Maida Vale May 14 Philipson & Turnbull, Newcastle upon Tyne

WATTS, WILLIAM FREDERICK, Dewsbury, Surgeon May 13 Chadwick & Sons, Dewsbury
WEST, EDWARD MIAL, South Hampstead, Assistant Bank Manager April 33 Jackson, Cannon st
WHITWORTH, ANK, and MARY ELIZABETH WHITWORTH, Stalybridge, Chester April 20 Whitehead, Stalybridge
WILSON, SARAH ANN, Torquay April 27 Collyer-Bristow & Co, Bedford row
WILSON, SARAH JANE, Exeter April 5 Battiahill & Houlditch, Exeter
WOODS, MARGARET, Liverpool May 20 Banks & Co, Liverpool
YONOR, GEORGE ALLAN DAVID, Cape Mounted Police, Rhodes Drift, Rhodesia April 20 Crawley & Co, Arlington st, St James's

London Gazette.—TUESDAY, March 24.

ALLDAY, RICHARD, Warwick, Butcher April 20 Seymour & Co, Birmingham
BACON, THOMAS, Mortlake, Surrey April 26 Nowell, Chancery ln
BAKER, GEORGE, Teignmouth June 21 Tozer & Co, Teignmouth
BAKER, GOWIN, Oxford, Lodging House Keeper April 29 Friend & Tarbot, Exeter
BENNETT, PROSPER LOUIS, Bristol, Licensed Victualler June 1 Brown, Bristol
BENTALL, MARY, Felsted, Essex April 17 Holmes, Bocking, Braintree
BISHOP, HENRY, Catford, Chartered Accountant April 30 Redpath & Co, Bush ln
CHAPIN, KATE, Richmond mansions, Earl's Court April 21 Fladgate & Co, Craig's ct, Charing Cross

DALEY, ELIZABETH, Preston April 28 Willan, Preston
ELLIS, SARAH, Ditton, nr Widnes, Lancs April 23 Rudd, Liverpool
FINCH, CATHERINE, Eastbourne April 20 Hores & Co, Lincoln's inn fields
FLITCHER, WILLIAM MILES, Western rd, Wood Green, Gas Fitter April 14 Croft & Mortimer, Coleman st

FOWLER, RICHARD, Broughton Farm, nr Aylesbury, Farmer April 24 Horwood & James, Aylesbury
GERHARDT, MARIA ANTONIA, Gloucester ter, Regent's Park April 25 Brooks & Co, Doctors' Commons

GILLING, WALTER, Midhurst April 30 Nash & Co, Queen st
GRIMWOOD, ROBERT, Hitcham, Suffolk, Farmer April 6 Gudgeons & Co, Stowmarket
HARPER, JOHN, West Didsbury, nr Manchester, Manufacturer's Salesman April 20 Chapman & Brooks, Manchester

HOULDSWORTH, WALTER JAMES, Cullness, Lanark April 19 Bannatyne & Co, West George st, Glasgow
HUTCHINS, GEORGE MURCH, St Anne's on the Sea, York Butcher May 1 W & J Cooper, Preston

HUTCHINSON, JOSEPH, Halifax April 20 Boocock, Halifax
JAGO, FREDERICK, Lytham May 1 W & J Cooper, Preston
JAY, ANN, Littlehampton April 25 Hargrove & Co, Victoria st

JOHNSON, EDWARD ARTHUR, Rotherham, York April 28 Mumford & Co, Bradford
KNAPMAN, CHARLOTTE, Plymouth April 30 Windatt & Windatt, Totnes
LAWTON, NOAH, Silverdale, Stafford April 25 Cooper & Co, Newcastle

LEE, REV GODFREY BOLLES, late Warden of Winchester College April 30 Moberly & Wharton, Southampton
LOMAX, WALTER THOMAS, Church ln, Old Charlton April 23 Sampson, William st, Woolwich

LOVELL, EMMA, Bognor April 30 Garrett, St James st
MCDONALD, JANE, Liverpool April 30 Wall, Bootle
MACKAY, WILLIAM DAVID, Huntingdon, Supervisor of Inland Revenue May 9 Humbyton & Sons, Huntingdon

NEWTON, MARGARET, Ekington, Derby May 15 H & A Maxfield, Sheffield
RAIFFERTY, BRIAN, Liverpool, Wholesale Fruiterer April 23 Rudd, Liverpool
RILEY, JAMES, Hale, Chester, Wholesale Butter Merchant April 25 Hill, Manchester

ROBERTS, CHARLES, Chiswick April 30 Marsden & Co, Old Cavendish st
ROBERTS, ISAAC, Haverfordwest, Merchant April 21 George, Haverfordwest
SAUNDEY, THOMAS, Morpeth mans, Ashley gdns, CB, an Admiral, retired May 1 Gedge & Co, Gt George st, Westminster

SIMS, FRANCIS MAXLEY BALDWIN, Hertford st, Mayfair, FRCS May 9 Julius & Thomas, Finsbury circus
STEVENS, HENRY, South Tottenham, Baker April 25 Pedley & Co, Bush ln
WALLER, CHARLES BULLEN, JP, St George's sq, Westminster April 20 Hoppoards & Dowson, Spring gdns

WALMSLEY, JAMES, Preston, Coal Dealer April 21 Willan, Preston
WARDLE, JAMES, Bolton April 25 Healy, Bolton
WOOD, HELEN, St Leonards on Sea April 19 Gedge & Co, Gt George st
YOUNG, THOMAS, Gt Dunmow, Essex May 1 Wade & Co, Dunmow

Bankruptcy Notices.

London Gazette.—TUESDAY, March 10.

RECEIVING ORDER RESCINDED.

OWEN, JOHN HUGHES, Wigan, Insurance Agent Wrexham Rec ord Feb 6, 1903 Rec Feb 18, 1903

ADJUDICATION ANNULLLED.

OWEN, JOHN HUGHES, Wigan, Insurance Agent Wrexham Adjud Feb 6, 1903 Annul Feb 18, 1903

London Gazette.—FRIDAY, March 20.

RECEIVING ORDERS.

ARMY, JOHN, Lowestoft, Builder Great Yarmouth Pet March 17 Ord March 17

BARTLEY, THOMAS, Rugby, Builder Coventry Pet March 14 Ord March 14

BREKIDY, GEORGE, Whitwick, Leicester, Builder Burton on Trent Pet March 16 Ord March 16

BULL, GEORGE, Bliton, Staffs, Licensed Victualler Wolverhampton Pet March 17 Ord March 17

BURTON, HENRY, Corphilly, Glam, Butcher Pontypool Pet March 17 Ord March 17

BUOTY & BATLIFF, Raymond bldgs, Gray's inn, Solicitors High Court Pet Feb 28 Ord March 17

BREARLEY, SARAH JANE, Batley, Yorks, Costumier Dewsbury Pet March 17 Ord March 17

BRUNDEN, EDWARD ERNEST, Reading, Chemist's Assistant, Reading Pet March 14 Ord March 14

BULL, A. A. Rosebery gdns, Harringay High Court Pet Feb 26 Ord March 17

CARLTON, J. S. Aintree, Liverpool, Contractor Liverpool Pet Feb 25 Ord March 18

CARRICK, GEORGE, Gosforth, Northumberland, Boot Dealer Newcastle on Tyne Pet March 2 Ord March 16

COHEN & Co, Camomile st, Bishopsgate, Export Merchants High Court Pet Jan 31 Ord March 17

COLLISON, ABRAHAM, Windhill, Yorks, Painter Bradford Pet March 18 Ord March 18

CONSTANTINE, HENRY WELDON, and FRANCIS ALFRED CONSTANTINE, Sheffield, Saw Makers Sheffield Pet March 17 Ord March 17

COOPER, GEORGE SAMUEL, Bury St Edmund's, Suffolk, Ironmonger Bury St Edmund's Pet March 16 Ord March 16

DAVID CORRIE & Co, Colonial av, Minorics, Cigar Manufacturers High Court Pet March 2 Ord March 17

CRIDLAND, FREDERICK HENRY, Rushmore, Chartered Accountant Poole Ord March 16

DANGERFIELD, HAROLD W, Catford Greenwich Pet Feb 28 Ord March 17

DIXON, WILFRED, Piccadilly, Tailor High Court Pet March 16 Ord March 16

DURRANT, ALBERT, Wimborne, Dorset, Carpenter Poole Pet March 17 Ord March 17

ELDRIDGE, ESTACE BEHARRD, Ipswich, Photographic Artist Ipswich Pet March 17 Ord March 17

EVANS, SAMUEL, Portsmouth, Labourer Portsmouth Pet March 17 Ord March 17

FIELD, HENRY ROBERT, East Ham, Jeweller High Court Pet March 18 Ord March 18

GARDINER, ARTHUR, Norwich, Tobaccoist Norwich Pet March 17 Ord March 18

HALL, HENRY, Willoughby, Warwick Leicester Pet March 17 Ord March 17

HEALEY, SAMUEL SWANSEA, Baker Swansea Pet March 18 Ord March 18

HICKIN, HENRY BOTTEVILLE, Rhyl, Flint, Hotel Keeper Bangor Pet Feb 27 Ord March 17

HORN, GEORGE WILLIAM SWANSEA, Musician Swansea Pet March 17 Ord March 17

HUNTER, JOHN DANBY, Hastings, Theatrical Proprietor
Canterbury Pet March 17 Ord March 17
INGATE, ERNEST HATCHER, Harringay, Grocer Edmonton
Pet Feb 26 Ord March 16
ISAACS, COLMAN, Merthyr Tydfil, Jeweller Merthyr Tydfil
Pet March 16 Ord March 16
LONGDON, WILLIAM HOLMES, Doncaster, Cab Proprietor
Sheffield Pet March 17 Ord March 17
LEWORS, WILLIAM, Plymouth Plymouth Pet March 17
Ord March 17
MARSDEN, ROBERT, Chatburn, nr Clitheroe, Lancs, Farmer
Blackburn Pet March 17 Ord March 17
MARSHITE, LEONARD, Millom, Cumberland, Bus Driver
Whitehaven Pet March 17 Ord March 17
MARREDEV, FREDERICK, Kingston on Thames, Joinery
Manufacturer Kingston, Surrey Pet March 17 Ord
March 17
MIDDLETON, JOHN THOMAS, Leigh, Lancs Bolton Pet
March 18 Ord March 18
MORRISON, JOSEPH, Middlesbrough, Tobacconist Middle-
borough Pet March 14 Ord March 14
NEWALL, RICHARD, Skipton, Yorks, Greengrocer Bradford
Pet March 16 Ord March 16
NICHOLSON, FREDERICK EDMUND, Kingston upon Hull,
Varnish Maker Kingston upon Hull Pet March 16
Ord March 16
NUTTALL, SAM, Oldham, Joiner Oldham Pet March 16
Ord March 16
OSBORNE, ROBERT, East Harling, Norfolk, Coal Dealer
Norwich Pet March 17 Ord March 17
PAGE, ALFRED, Swindon, Fish Dealer Swindon Pet Feb 28
Ord March 18
RADNEDGE, JOSEPH WILLIAM, Merthyr Tydfil, Builder
Merthyr Tydfil Pet March 17 Ord March 17
REED, FRANCIS, Gt Grimsby, Hatter Gt Grimsby Pet
March 18 Ord March 18
REED, HEDLEY GEORGE, Pembroke Dock, Grocer Pembroke
Dock Pet March 17 Ord March 17
REID, ANDREW, and DAVID REID, Millom, Cumberland, Coal
Dealers Whitehaven Pet March 14 Ord March 14
SETTATRE, GEORGE, Hothfield Common, Westwell, Kent,
Grocer Canterbury Pet March 18 Ord March 18
SINCLAIR, JOHN WILLIAM, Wootton Bassett, Wilts,
Licensed Victualler Swindon Pet March 18 Ord
March 18
SKITTER, EDWARD, South Tottenham High Court Pet
March 18 Ord March 18
SWIFT, CHARLES ALBERT, and JAMES HIGGINSON, Salford,
Oil Merchants Salford Pet March 7 Ord March 16
SWINNEY, EDWARD, Portsmouth, Chief Engineer Portsmo-
uth Pet March 14 Ord March 14
WALCOTT, EDMUND YEAMANS, Woburn st, Gt Russell st,
Pensioner High Court Pet March 18 Ord March 18
WALMSLEY, ASYN, and FREDERICK WALMSLEY, Southport,
Grocers Liverpool Pet March 2 Ord March 17
WHITE, CRESWELL FITZGERBERT, Templecombe, nr Wincan-
ton, Medical Practitioner Yeovil Pet Feb 17 Ord
March 6
WHITE, HENRY WATTS, Smethwick, Staffs, Salesman
West Bromwich Pet March 17 Ord March 17
WHITE, SAMUEL, and HYMAN WHITE, Leeds, Clothiers
Leeds Pet March 17 Ord March 17
WILLIAMSON, JOHN, Widnes, Tailor Liverpool Pet
March 18 Ord March 18
WINTER, ALBERT EDWARD, Exmouth, Butcher Exeter
Pet March 18 Ord March 18
WOONMAN, BOWEN F, Bletchley Pembroke Dock Pet
March 3 Ord March 16

Amended notice substituted for that published in the
London Gazette of Feb 3:

BUTT, FREDERICK CHARLES, Cardiff, Confectioner Cardiff
Pet Jan 21 Ord Jan 27

FIRST MEETINGS.

ATKINSON, JAMES, Rodley, Leeds, Builder March 31 at 11
Off Rec, 22, Park row, Leeds
BANKURY, THOMAS, Rugby, Builder March 30 at 12 Off
Rec, 17, Hertford st, Coventry
BEERIDGE, ARTHUR EDWIN, Olney, Bucks, Gas Fitter
March 28 at 12.30 Off Rec, Bridge st, Northampton
BOOTH & BATLIFE, Raymond bldgs, Gray's inn, Solicitors
March 31 at 12 Bankruptcy bldgs, Carey st
BREADS, SEAMAN, Beckenham, Roundabout Proprietor
March 30 at 12.30 21, Railway app, London Bridge
BULL, A. A., Harringay April 2 at 12 Bankruptcy bldgs,
Carey st
BULLER, WALTER GREGORY, Hastings April 7 at 2.30
County Court Offices, 24, Cambridge rd, Hastings
BUTCHER, JAMES, Tottenham, Essex, Grocer April 3 at 11
Cups Hotel, Colchester
CARR, WALTON, Leicester, Boot Manufacturer March 30
at 12 Off Rec, 1, Berridge st, Leicester
CARRICK, GEORGE, Gosford, Northumberland, Boot Dealer
March 30 at 11.30 Off Rec, 30, Moseley st, Newcastle on
Tyne
COHEN & CO, Camomile st, Bishopgate, Export Merchants
March 31 at 11 Bankruptcy bldgs, Carey st
COLE, WILLIAM, Whitby, Yorks, Baker April 1 at 3 Off
Rec, 8, Albert rd, Middlesbrough
CORSE & CO, David, Minorities, Cigar Manufacturers April
1 at 12 Bankruptcy bldgs, Carey st
DAVIES, WILLIAM EVAN, Burslem, Furniture Dealer
March 30 at 12 Off Rec, King st, Newcastle, Staffs
DIXON, WILFRED, Piccadilly, Tailor March 30 at 11 Bank-
ruptcy bldgs, Carey st
EAST, GEORGE, Broughton, Hunts, Baker March 28 at 2
George Hotel, Huntingdon
EVANS, ALBERT JAMES, Newport, Mon, Tailor March 28
at 11 Off Rec, Westgate chmbrs, Newport, Mon
EVANS, THOMAS JONAH, Lampeter, Cardigan, Livery
Stable Keeper March 30 at 12 Black Lion Hotel,
Lampeter
FARLEY, FREDERICK, Wolverhampton, Licensed Victualler
March 30 at 11.30 Off Rec, Wolverhampton
FLETCHER, HIRAM RICHARD, Nottingham, Common Brewer
March 30 at 11.30 County Court house, St Peter's gate,
Nottingham

GILCHRIST, GAVIN KNOX, St Anne's on the Sea, Lancs,
Electrical Contractor March 30 at 11.30 Off Rec,
Chapel st, Preston
GLENDINNING, JOHN, Allendale, Northumberland, Farmer
March 28 at 12 Off Rec, 30, Moseley st, Newcastle on
Tyne
GUYTON, JAMES ARTHUR, Earsham, Norfolk, Farmer
March 31 at 2 Off Rec, 36, Princes st, Ipswich
HEADLAM, ALFRED, Whitby, Yorks, Grocer April 1 at 3
Off Rec, 8, Albert rd, Middlesbrough
HOARE, HENRY, Bedford, Insurance Agent March 28 at 11
Off Rec, Bridge st, Northampton
HOLDEN, EDWIN, Bolton, Plumber March 28 at 11 19,
Exchange st, Bolton
JONES, HARRY, Gray's inn rd, Cycle Agent March 30 at
2.30 Bankruptcy bldgs, Carey st
KING & WILKINS, Fulham, Builders March 31 at 2.30
Bankruptcy bldgs, Carey st
LEE, RICHARD BARKER, Bradford, Fish Salesman March
30 at 3 Off Rec, 29, Tyrryl st, Bradford
MERZ, ACHERIALD CONRAD, Newport, Commercial
Traveler March 28 at 11.30 Off Rec, Westgate
chmbrs, Newport, Mon
MICHAEL, ISAAC RAYMOND, Cavendish sq April 1 at 11
Bankruptcy bldgs, Carey st
MORLEY, ARTHUR RICHARD, Boscombe, Bournemouth,
Hosier March 31 at 12.30 Off Rec, Endless st, Salis-
bury
MUNTON, MARY ANN, Boston, General Dealer April 2 at 12
Off Rec, 4 and 6, West st, Boston
MUTTON, THOMAS, Brighton, Inventor March 30 at 11 Off
Rec, 4, Pavilion bldgs, Brighton
NEWALL, RICHARD, Skipton, Greengrocer March 31 at 3
Off Rec, 29, Tyrryl st, Bradford
NICHOLLS, ROBERT, Stoke upon Trent, Timber Merchant
March 30 at 11.30 Off Rec, King st, Newcastle,
Staffs
NORTHOOTE, C M STAFFORD, Queen Anne's Gate, West-
minster March 30 at 12 Bankruptcy bldgs, Carey st
NUTTALL, SAM, Oldham, Joiner March 31 at 12.30 Off
Rec, 30, Moseley st, Newcastle
SCHACK-SOMMER, ALBERT JULIUS FRITZ, Manchester,
Merchant March 30 at 3 Off Rec, Byrom st, Man-
chester
SHARPE, JOHN KIME, Kingston upon Hull, Hairdresser
March 31 at 11 Off Rec, Trinity House ln, Hull
SWINNEY, EDWARD, Portsmouth, Chief Engineer R N
March 28 at 12 Off Rec, Cambridge junc, High st,
Portsmouth
THOMAS, WILLIAM, Coventry, Woollen Draper March 30 at
11 Off Rec, 17, Hertford st, Coventry
WHITE, SAMUEL, and HYMAN WHITE, Leeds, Clothiers
March 31 at 11.30 Off Rec, 22, Park row, Leeds
WILLOUGHBY, JOHN DAVID, Greenwich, Board School
Teacher March 30 at 11.30 24, Railway app, London
Bridge
WINTER, ALBERT EDWARD, Exmouth, Butcher April 9 at
10.30 Off Rec, 9, Bedford circus, Exeter

ADJUDICATIONS.

ALEXANDER, LAMUEL, Edgware rd, Fishmonger High Court
Pet Feb 28 Ord March 16
BANKURY, THOMAS, Rugby, Builder Coventry Pet March 14
Ord March 14
BECKWORTH, GEORGE, Whitwick, Leicester, Builder Burton
on Trent Pet March 16 Ord March 16
BILLS, GEORGE, Bilston, Staffs, Licensed Victualler
Wolverhampton Pet March 17 Ord March 17
BISHOP, HENRY, Casperryhill, Glam, Mason Pontypridd
Pet March 17 Ord March 17
BRADFORD, ROBERT WILLIAM, Newton Abbot, Devon
Exeter Pet March 3 Ord March 16
BREARLEY, SARAH JANE, Batley, Yorks, Milliner Dewsbury
Pet March 17 Ord March 17
BRUNSDEN, EDWARD ERNEST, Reading, Chemist's Assistant
Reading Pet March 14 Ord March 14
BUTLER, CHARLES, Bucksbury, Builder High Court
Pet Feb 20 Ord March 16
COLLISON, ABRAHAM, Windhill, Yorks, Painter Bradford
Pet March 18 Ord March 18
CONSTANTINE, HENRY WELDON, and FRANCIS ALFRED
CONSTANTINE, Sheffield, Saw Makers Sheffield Pet
March 17 Ord March 17
COOPER, GEORGE SAMUEL, Bury St Edmunds, Ironmonger
Bury St Edmunds Pet March 16 Ord March 16
DAVIS, SAMUEL WESLEY, Wollaston, Worcester, Butcher
Stourbridge Pet Oct 27 Ord March 14
DICKINSON, CHIL, Laurence Pountney ln, Cannon st,
Solicitor High Court Pet Feb 11 Ord March 18
DIXON, WILFRED, Piccadilly, Tailor High Court Pet
March 16 Ord March 16
EAGLE, F E B, Tryford, nr Winchester Winchester Pet
Jan 21 Ord March 16
ELDRIDGE, EUSTACE BERNARD, Ipswich, Photographic
Artist Ipswich Pet March 17 Ord March 17
EVANS, SAMUEL, Portmadoc, Labourer Portmadoc Pet
March 17 Ord March 17
ELLIS, WILLIAM, Denary, Fruit Merchant Dewsbury
Pet Feb 28 Ord March 17
GRAY, JAMES, King's Lynn, Norfolk, Baker King's Lynn
Pet March 3 Ord March 16
HALL, HENRY, Willoughby, Warwick Leicester Pet
March 17 Ord March 17
HEARN, SAMUEL, Swansea, Baker Swansea Pet March 18
Ord March 18
HORN, GEORGE WILLIAM, Swansea, Musician Swansea
Pet March 17 Ord March 17
HOBOWITZ, RUBIN, Hoxton st, Draper High Court Pet
Feb 4 Ord March 16
HUNTER, JOHN DANBY, Hastings, Theatrical Proprietor
Canterbury Pet March 17 Ord March 17
ISAACS, COLMAN, Merthyr Tydfil, Clothier Merthyr Tydfil
Pet March 16 Ord March 16
JONES, ARTHUR ARNOLD and PALMER, BUDD, Blackfriars rd,
Metal Shop front Filsters High Court Pet Feb 28
Ord March 16
LAWSON, ALLAN JOHN, Victoria st, Westminster High
Court Pet Jan 28 Ord March 16
LONGDON, WILLIAM HOLMES, Doncaster, Cab Proprietor
Sheffield Pet March 17 Ord March 17

MARSDEN, ROBERT, Chatburn, nr Clitheroe, Imkeg
Blackburn Pet March 17 Ord March 17
MARTIN, FREDERICK, Princes Risborough, Coal Merchant
Aylesbury Pet Feb 28 Ord March 18
MCLAUGHLIN, ANDREW, East India Dock rd, Missionary High
Court Pet Dec 16 Ord March 14
MARSHITE, LEONARD, Millom, Cumberland, Bus Driver
Whitehaven Pet March 17 Ord March 17
MIDDLETON, JOHN THOMAS, Leigh, Lancs Bolton Pet
March 18 Ord March 18
MORRISON, JOSEPH, Middlesbrough, Tobacconist Middle-
borough Pet March 14 Ord March 14
MORLEY, ARTHUR RICHARD, Boscombe, Bournemouth,
Hosier Poole Pet March 7 Ord March 17
NEWALL, RICHARD, Skipton, Yorks, Greengrocer Bradford
Pet March 16 Ord March 16
NICHOLSON, FREDERICK EDMUND, Kingston upon Hull,
Varnish Maker Kingston upon Hull Pet March 16
Ord March 16
NUTTALL, SAM, Oldham, Joiner Oldham Pet March 16
Ord March 16
OSBORNE, ROBERT, East Harling, Norfolk, Coal Dealer
Norwich Pet March 17 Ord March 17
RADNEDGE, JOSEPH WILLIAM, Merthyr Tydfil, Builder
Merthyr Tydfil Pet March 17 Ord March 17
REED, FRANCIS, Gt Grimsby, Hatter Gt Grimsby Pet
March 18 Ord March 18
REID, HEALEY GEORGE, Pembroke Dock, Grocer Pem-
broke Dock Pet March 17 Ord March 17
REID, ANDREW, and DAVID REID, Millom, Cumberland,
Coal Dealers Whitehaven Pet March 14 Ord
March 14
ROBERTY, ALBERT, Liversedge, Yorks, Patent Glasier
Dewsbury Pet Feb 5 Ord March 16
SETTATRE, GEORGE, Hothfield Common, Westwell, Kent,
Grocer Canterbury Pet March 18 Ord March 18
SINCLAIR, JOHN WILLIAM, Wootton Bassett, Wilts, Licensed
Victualler Swindon Pet March 18 Ord March 18
SKITTER, EDWARD, South Tottenham High Court Pet
March 18 Ord March 18
SWIFT, CHARLES ALBERT, and JAMES HIGGINSON, Salford,
Oil Merchants Salford Pet March 7 Ord March 16
WALCOTT, EDMUND YEAMANS, Woburn st, Gt Russell st,
High Court Pet March 18 Ord March 18
WHITE, HENRY WATTS, Smethwick, Staffs, Salesman West
Bromwich Pet March 17 Ord March 17
WHITE, SAMUEL, and HYMAN WHITE, Leeds, Clothiers
Leeds Pet March 17 Ord March 17
WILLIAMSON, JOHN, Widnes, Tailor Liverpool Pet March
18 Ord March 18
WINTER, ALBERT EDWARD, Exmouth, Butcher Exeter Pet
March 18 Ord March 18
WORSTER, WILLIAM, Southwold, Hotel Proprietor Gt
Yarmouth Pet Feb 20 Ord March 17
YEATES, EDWARD ARTHUR, Aberystwyth, Cabinet Maker
Tredgar Pet Feb 6 Ord March 17

Amended notice substituted for that published in the
London Gazette of Oct 10:

GRUNNELL, TOM, New Broad st, Commission Merchant High
Court Pet July 17 Ord Oct 4

Amended notice substituted for that published in the
London Gazette of Jan 27:

HALL, ALFRED THOMAS, Maidstone, Builder's Foreman
Wandsworth Pet Jan 23 Ord Jan 23

ADJUDICATION ANNULLLED.

ABRECHROMBIE, GEORGE, Norwood, Beverley, York, Hosier's
Assistant Kingston upon Hull Adjud Dec 8, 1898
Annual March 13, 1903

London Gazette.—TUESDAY, March 24.

RECEIVING ORDERS.

ALPHESS, AMOS, South Normanton, Harness Maker Derby
Pet March 19 Ord March 19
ASHEMORE, ARTHUR HALIBURTON, HENRY LESLIE ASHEMORE,
and HENRY BECKWITH ASHEMORE, Mining ln, Merchants
High Court Pet March 19 Ord March 19
BAILEY, THOMAS, Watford, Grocer St Albans Pet March
18 Ord March 18
BAKER, BENJAMIN, jun, Dudley, Grocer Dudley Pet
March 19 Ord March 19
BARNWELL, RICHARD, Baginton, Warwick, Carpenter
Coventry Pet March 19 Ord March 19
BREW, JAMES FREDERICK HUTTON, Bayswater Pet Jan 6
Ord Feb 10
CANNON, ALFRED HARRY, West Ealing, Builder Brentford
Pet Feb 18 Ord March 20
CHRISTIE, WILLIAM STAINES, Staines, Draper Kingston,
Surrey Pet March 19 Ord March 19
CLARK, WILLIAM, Liverpool, Baker Liverpool Pet March
18 Ord March 20
COOPER, SIMPSON, Kingston, Builder Kingston, Surrey
Pet Jan 16 Ord March 20
COTTEY, RICHARD DE MALPAS, Exmouth, Devon Exeter
Pet March 19 Ord March 19
DAVIDSON, JOHN, Appleby, Hardware Dealer Kendal Pet
March 20 Ord March 20
DILGER, JOSEPH THOMAS, Sedgley, Staffs, Licensed Victualler
Dudley Pet March 20 Ord March 20
GISSING, WILLIAM AMOS, Gt Grimsby, Picture Framers Gt
Grimsby Pet March 21 Ord March 21
GODARD, NICHOLAS WILLIAM KNIGHTON, Aldington,
Sussex, Builder Brighton Pet March 21 Ord
March 21
GREGG, WILLIAM ROCKFELLY, Leeds, Cycle Dealer Leeds
Pet March 20 Ord March 20
HARBORD, WILLIAM, Gt Yarmouth, Dealer Gt Yarmouth
Pet March 19 Ord March 19
HAWKINS, ALFRED, Bristol, Builder Bristol Pet March
18 Ord March 18
HOCKENHULL, RICHARD, Alderley Edge, Cheshire, Carter
Macclesfield Pet March 21 Ord March 21
HOLLIS, FRANCIS WARD, Horforth, nr Leeds, Cab Pro-
prietor Leeds Pet March 18 Ord March 18
HOPKINS, GEORGE WILLIAM, Quorn, Hall Gates, nr Cro-
stons, Leicester Leicester Pet Feb 3 Ord March 20
JOHNSON, JOHN EDWIN, Leeds Leeds Pet March 19 Ord
March 19

LALIBURN, JOHN, Alnwick, Northumberland, Blacksmith Newcastle on Tyne Pet March 20 Ord March 20
MARSHALL, ERNEST JAMES, Farmcombe, Godalming Godalming Pet March 21 Ord March 21
NARSON, ARTHUR, Levenshulme, nr Manchester Salford Pet Feb 18 Ord March 18
NRS. GEORGE WILLIAM, Eastbourne, Photographer Eastbourne and Lissas Pet March 21 Ord March 21
OLIVER, THOMAS, Chiswick, Furniture Salesman Brentford Pet March 18 Ord March 18
OLEY, JOSEPH, Elsecar, nr Barnsley, Grocer Barnsley Pet March 19 Ord March 19
PENDLEBURY, EDWIN, Lissas, Mining Engineer Birkenhead Pet Feb 28 Ord March 20
RENTA, FEDERICO, Shaftesbury av High Court Pet March 21 Ord March 21
SHEPARD, T. G. Poplar, Lighterman High Court Pet Feb 28 Ord March 19
SHERR, JOSEPH, Earl Shilton, Leicester, Grocer Leicester Pet March 21 Ord March 21
SMITH, JOHN ALEXANDER, Sturry, Kent, Draper Canterbury Pet March 19 Ord March 19
STANTON, THOMAS HENRY, Farley, Worcester, Boot Dealer Birmingham Pet March 19 Ord March 19
STURLEY, GEORGE ARTHUR, Croydon, Cabinet Maker Croydon Pet March 17 Ord March 17
THOMAS, WILLIAM, Llanelly, Butcher Carmarthen Pet March 20 Ord March 20
TUCKER, DIXON, Liverpool, Baker Liverpool Pet March 17 Ord March 20
TWEDDIE, TOM, Carlisle, Innkeeper Carlisle Pet March 19 Ord March 19
WARD, ROBERT, Clapton, Bricklayer High Court Pet March 20 Ord March 20
WEST, PENNYFATHER, Maids Vale, Manufacturer High Court Pet March 3 Ord March 19
WESTON, ARTHUR WILLIAM, Wednesbury, Grocer's Assistant Walsall Pet March 19 Ord March 19
WILKES, STEPHEN, Dudley, Insurance Agent Dudley Pet March 19 Ord March 19
WILSON, ROWLAND, Arkholme, Lancs, Grocer Kendal Pet March 21 Ord March 21
YOMAS, ARTHUR HARRY, Huntingdon, House Furnisher Peterborough Pet Feb 7 Pet March 20

Amended notice substituted for that published in the London Gazette of March 17:
WILKINSON, LIONEL, Birmingham, China Merchant Birmingham Pet Feb 28 Ord March 13

FIRST MEETINGS.

ALDRIDGE, FRANK ERNEST, Reading, Baker April 2 at 12 Queen's Hotel, Reading
ASHMORE, ARTHUR HALIBURTON, HENRY LESLIE ASHMORE, and HENRY BECKWITH ASHMORE, Mincing Ln, Merchants April 2 at 11 Bankruptcy bldgs, Carey at 9 Off Rec, 68, Castle st, Canterbury
BARNWELL, RICHARD, Baginton, Warwick, Carpenter April 1 at 11.30 Off Rec, 17, Hertford st, Coventry
BILLS, (GEORGE), Bilton, Stafford, Licensed Victualler April 3 at 11.30 Off Rec, Wolverhampton
BREARLEY, SARAH JANE, Batley, Yorks, Milliner April 1 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
BRUNSDEN, EDWARD ERNEST, Reading, Chemist's Assistant April 2 at 12.30 Queen's Hotel, Reading
CHAPMAN, CHARLES RUFFIN, Canterbury, Fattiner April 2 at 12 Off Rec, 68, Castle st, Canterbury
CLARK, WILLIAM, Liverpool, Baker April 1 at 2 Off Rec, 35, Victoria st, Liverpool
COCKRILL, WILLIAM GREENWOOD, Blackpool, Painter April 3 at 3 Off Rec, 14, Chapel st, Preston
COLLISON, ABRAHAM, Windhill, Yorks, Painter April 1 at 3 Off Rec, 23, Tyrral st, Bradford
COOPER, GEORGE SAMUEL, Bury St Edmunds, Ironmonger April 9 at 10 Guildhall, Bury St Edmunds
COOPER, SIMPSON, Kingston on Thames, Builder April 3 at 11.30 24, Railway app, London Bridge
DEBRANT, ALBERT, Wimborne, Dorset, Carpenter April 1 at 12.30 Off Rec, Endless st, Salisbury
ELDRIDGE, EUSTACE BERNARD, Ipswich, Photographic Artist March 31 at 2.30 Off Rec, 36, Princes st, Ipswich
FIELD, HENRY ROBERT, East Ham, Jeweller April 6 at 12 Bankruptcy bldgs, Carey at
GILCHRIST, JOHN HILDERED, Howden, York, Publican April 1 at 11.30 Off Rec, Trinity House Ln, Hull
HALL, HENRY, Willoughby, Warwick April 1 at 3 Off Rec, 1, Berridge st, Leicester

HICKIN, HENRY BOTEVYLE, Rhyl, Flint, Hotel Keeper April 1 at 10.30 Crypt chambers, Eastgate row, Chester
HILLIAR, EDWARD HENRY, Birkington on Sea, Kent, Licensed Victualler April 2 at 9.15 Off Rec, 68, Castle st, Canterbury
HOLMES, FRANCIS WARD, Horsforth, Leeds, Cab Proprietor April 1 at 11.30 Off Rec, 22, Park row, Leeds
HOOPER, THOMAS, Walsall, Grocer April 1 at 11 Off Rec, Wolverhampton
HOPEKINS, GEORGE WILLIAM, Quorn, Leicester April 1 at 12 Off Rec, 1, Berridge st, Leicester
HUMPHREYS, RICHARD, TROUCHY, Glam, Collier April 3 at 3 135, High st, Merthyr Tydfil
HUNTER, JOHN DANDY, Hastings, Theatrical Proprietor April 2 at 12.30 Off Rec, 68, Castle st, Canterbury
JOHNSTON, JOHN EDWIN, Leeds April 1 at 11 Off Rec, 22, Park row, Leeds
KING, GEORGE WILLIAM, King's Heath, Worcester, Boot Maker April 2 at 11 174, Corporation st, Birmingham
LILBURN, JOHN, Alnwick, Blacksmith April 2 at 11.30 Off Rec, 30, Moaley st, Newcastle on Tyne
LLOYD, GEORGE HENRY, Mountain Ash, Painter April 1 at 19 135, High st, Merthyr Tydfil
LONGDON, WILLIAM HOLMES, Doncaster, Cab Proprietor April 1 at 12 Off Rec, Figuee Ln, Sheffield
MIDDLETON, JOHN THOMAS, Leigh, Lancs April 1 at 11 19, Exchange st, Bolton
MITHAM, GEORGE BROOKS, Thornley, Durham, Innkeeper April 1 at 3 Off Rec, 25, John st, Sunderland
MORRISON, JOSEPH, Middlesbrough, Tobacconist April 3 at 3 Off Rec, 8, Albert rd, Middlesbrough
ORRAN, ESTHER, Cross Keys, Mon, Clothier April 1 at 11 Off Rec, Westgate chambers, Newport, Mon
OSBORNE, ROBERT, East Harting, Norfolk, Coal Dealer April 4 at 1 Off Rec, 8, King st, Norwich
REED, HEDLEY GEORGE, Pembroke Dock, Grocer April 3 at 12.30 Temperance Hall, Pembroke Dock
ROUGHTON, ROBERT, Wisbech St Peter, Cambridge, Builder April 23 at 10.30 Court house, King's Lynn
SCHROEDER, HENRY SHUDHAM, Brighton April 1 at 12 Off Rec, 4, Pavilion bldgs, Brighton
SCOTT, CHARLES, Wolverhampton, Grocer April 3 at 11 Off Rec, Wolverhampton
SHEPARD, T. C. Poplar, Lighterman April 3 at 11 Bankruptcy bldgs, Carey at
SKITTER, EDWARD, 8 Tottenham April 2 at 11 Bankruptcy bldgs, Carey at
STEBBINGS, HENRY HERBERT, Lowestoft, Painter April 4 at 12.30 Off Rec, 6, King st, Norwich
THOMAS, WILLIAM, Llanelly, Butcher April 1 at 11.30 Off Rec, 4, Queen st, Carmarthen
TUCKER, DIXON, Wavertree, Liverpool, Baker April 1 at 3 Off Rec, 35, Victoria st, Liverpool
WALCOTT, EDMUND YEAMANS, Woburn st, Great Russell st April 2 at 12 Bankruptcy bldgs, Carey at
WARD, ROBERT, Clapton, Bricklayer April 6 at 12 Bankruptcy bldgs, Carey at
WATERS, GEORGE ALEXANDER, Dover, Builder's Merchant April 2 at 9.30 Off Rec, 68, Castle st, Canterbury
WEST, PENNYFATHER, Maids Vale, Manufacturer April 1 at 12 Bankruptcy bldgs, Carey at
WILLIAMS, EDWARD, Pontycwmmer, Glam, Collier April 2 at 12 135, High st, Merthyr Tydfil

ADJUDICATIONS.

ALLPRESS, AMOS, South Normanton, Harness Maker Derby Pet March 19 Ord March 19
BARNWELL, RICHARD, Baginton, Warwick, Carpenter Coventry Pet March 19 Ord March 19
CLARK, WILLIAM, Liverpool, Baker Liverpool Pet March 18 Ord March 20
COOPER, SIMPSON, Kingston on Thames, Builder Kingston, Surrey Pet Jan 16 Ord March 18
COTGRAVE, RICHARD DE MALPAS, Exmouth Exeter Pet March 19 Ord March 19
DAVIDSON, JOHN, Appleby, Westmorland, Hardware Dealer Kendal Pet March 20 Ord March 20
DILGER, JOSEPH THOMAS, Sedgley, Stafford, Licensed Victualler Dudley Pet March 20 Ord March 21
EVANS, THOMAS JONAH, Lampeter, Cardigan, Livery Stable Keeper Carmarthen Pet March 13 Ord March 21
GILCHRIST, GAVIN KNOX, St Anne's on Sea, Electrical Contractor Preston Pet Jan 8 Ord March 20
GIBSON, WILLIAM AMOS, Gt Grimsby, Picture Framer Gt Grimsby Pet March 21 Ord March 21
GLENWRIGHT, JOHN WILLIAM, Allendale Town, Northumberland, Carriage Builder Newcastle on Tyne Pet March 2 Ord March 18

GOODCHILD, ARTHUR EDWARD, New Broad st, Solicitor High Court Pet Nov 1 Ord March 20
GRAY, HENRY ROBERT, Osborne ter, Clapham High Court Pet Jan 7 Ord March 20
GREEN, WILLIAM ROCKLIFE, Leeds, Cycle Dealer Leeds Pet March 20 Ord March 20
GROVE, FRANCIS HAMILTON, South Audley st High Court Pet Dec 9 Ord March 20
HOCKENHULL, RICHARD, Alderley Edge, Cheshire, Carter Macclesfield Pet March 21 Ord March 21
HOLMES, FRANCIS WARD, Horsforth, nr Leeds, Cab Proprietor Leeds Pet March 18 Ord March 18
JOHNSTON, JOHN EDWIN, Leeds Leeds Pet March 19 Ord March 19
KING, GEORGE WILLIAM, King's Heath, Worcester, Boot Maker Birmingham Pet March 7 Ord March 21
LAYTON, FREDERICK ERNEST, Windsor, Solicitor Eastbourne Pet Feb 20 Ord March 20
LILBURN, JOHN, Alnwick, Blacksmith Newcastle on Tyne Pet March 20 Ord March 20
MILWAIR, CHARLES, jun, Broomwood rd, Clapham, Credit Draper High Court Pet Jan 22 Ord March 18
OLIVER, THOMAS, Chiswick, Furniture Salesman Brentford Pet March 18 Ord March 18
OKLEY, JOSEPH, Elsecar, nr Barnsley, Grocer Barnsley Pet March 19 Ord March 19
PAGE, ALFRED, Swindon, Haulier Swindon Pet Feb 28 Ord March 20
SCOBARI, GIROLAMO, Whitfield st, Tottenham Court rd, Cook High Court Pet Feb 23 Ord March 21
SIMPSON, JOSEPH, Earl Shilton, Leicester, Grocer Leicester Pet March 21 Ord March 21
SMITH, ALBERT EDWARD, Leicester, Baker Leicester Pet Feb 18 Ord March 18
SMITH, JOHN ALEXANDER, Sturry, Kent, Draper Canterbury Pet March 19 Ord March 19
STURLEY, GEORGE ARTHUR, Croydon, Cabinet Maker Croydon Pet March 17 Ord March 17
THOMAS, WILLIAM, Llanelly, Butcher Carmarthen Pet March 20 Ord March 20
TWEDDIE, TOM, Carlisle, Innkeeper Carlisle Pet March 19 Ord March 19
WARD, ROBERT, Clapton, Bricklayer High Court Pet March 20 Ord March 20
WILKES, STEPHEN, Dudley, Insurance Agent Dudley Pet March 19 Ord March 19
WILSON, ROWLAND, Arkholme, Lancs, Grocer Kendal Pet March 21 Ord March 21

Amended notice substituted for that published in the London Gazette of March 10:

JAMES, THOMAS ARTHUR, Catford, Livery Stable Keeper Croydon Pet Jan 22 Ord March 4

Amended notice substituted for that published in the London Gazette of March 17:

WILKINSON, LIONEL, Birmingham, China Merchant Birmingham Pet Feb 28 Ord March 13

ADJUDICATION ANNULLED.

BURVELL, THOMAS WILLIAM, Scarborough, Fancy Goods Dealer Scarborough Adjud Nov 1, 1893 Annul March 17, 1903

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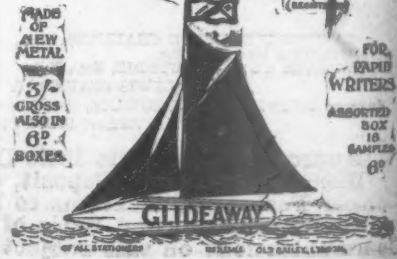
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